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REPORT OF AN
INDUSTRIAL INQUIRY COMMISSION
ON THE DISRUPTION OF SHIPPING
(SCHEDULES)



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Report of an Industrial Inquiry Commission
Concerning Matters Relating to
THE DISRUPTION OF SHIPPING
on
The Great Lakes, The St. Lawrence River System
and Connecting Waters

*(Pursuant to Section 56 of the
Industrial Relations and Disputes Investigation Act)*

v 2

SCHEDULES

July 1963

The Honourable T. G. Norris
A Judge of the Court of Appeal of British Columbia
Commissioner

III

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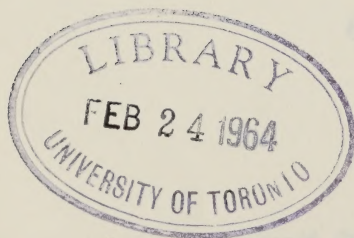
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1963



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SCHEDULE 1



In the matter of the Industrial Relations and Disputes Investigation Act and an inquiry pursuant to Section 56 thereof into certain matters concerning Shipping in the Great Lakes, the St. Lawrence River System and connecting waters

WHEREAS Section 56 of the Industrial Relations and Disputes Investigation Act provides that the Minister of Labour may make or cause to be made any inquiries he thinks fit regarding industrial matters, and may do such things as seem calculated to maintain or secure industrial peace; and

WHEREAS for such purposes the Minister of Labour may refer the matters involved to a Commission, to be designated as an Industrial Inquiry Commission, for investigation thereof, as the Minister deems expedient, and for report thereon; and

WHEREAS the Minister of Labour deems it expedient that an inquiry be made into matters leading to the disruption of shipping in the Great Lakes, the St. Lawrence River System and connecting waters, hereinafter referred to as the Great Lakes System;

NOW, THEREFORE, the undersigned, the Minister of Labour for Canada, pursuant to Section 56 of the Industrial Relations and Disputes Investigation Act, hereby appoints the Honourable Mr. Justice T. G. Norris of the City of Vancouver, in the Province of British Columbia, as an Industrial Inquiry Commission to inquire into the following matters and to report thereon to the undersigned:

1. The circumstances leading to the disruption of shipping in the Great Lakes System including interference with the operation of the works and facilities of the St. Lawrence Seaway Authority.
2. The denial of the use of port or other works and facilities to vessels calling at Canadian and United States ports on the Great Lakes System.

3. The activities and internal operations of organizations of employees acting on behalf of employees engaged in shipping and work affecting shipping operations in the Great Lakes System including without restricting the generality of the foregoing the Seafarers' International Union of Canada.
4. The relationship and any conflict that may exist between employers or employers' organizations, and employees or organizations of employees, in the shipping industry in the Great Lakes System.
5. Any matters incidental or relating to any of the foregoing matters.

IN WITNESS WHEREOF the Minister of Labour has hereto set his hand and affixed his seal of office at Ottawa this seventeenth day of July, 1962.

(signed) "M. Starr"

Minister of Labour.

(SEAL)

SCHEDULE 2

P.C. 1962-1031

LP/5



CANADA
PRIVY COUNCIL

AT THE GOVERNMENT HOUSE AT OTTAWA
WEDNESDAY, the 18th day of JULY, 1962

PRESENT

HIS EXCELLENCY

THE GOVERNOR GENERAL IN COUNCIL:

His Excellency the Governor General in Council, on the recommendation of the Minister of Justice, is pleased hereby, pursuant to section 38 of the Judges Act, to consent to the Honourable Thomas Grantham Norris, a Justice of Appeal of the Court of Appeal of British Columbia, acting as an Industrial Inquiry Commission appointed by the Minister of Labour to investigate all the circumstances relating to the recent disruption of shipping on the Great Lakes system.

Certified to be a true copy.

(signed) "R. B. Bryce"

Clerk of the Privy Council.

Minister of Justice.

SCHEDULE 3

LIST OF WITNESSES AND ADDRESSES

Anderson, Thomas	Maumee, Ohio
Auger, Rene	Seven Islands, P.Q.
Bailey, Leonard	Ville La Salle, Montreal, P.Q.
Banks, Hal C.	Point Claire, Montreal, P.Q.
Barry, Victor	No address
Bazeley, Horace Bertram	No address
Bilyk, Violet	Toronto, Ontario
Bissitte, John Arthur	No address
Bolger, Patrick N. M.	Montreal, P.Q.
Borcherd, David F.	No address
Bouchard, Jean Henri	Montreal, P.Q.
Boulanger, Bernard Lefebvre	Montreal, P.Q.
Boutet, Roland	No address
Boyer, Wilfred	No address
Bradshaw, Harold David	Montreal, P.Q.
Brazeau, Alan	Toledo, Ohio
Brennan, John Christopher	No address
Brett, Robert	No address
Brown, Herbert	Montreal, P.Q.
Brown, Terence Anthony	Point St. Charles, P.Q.
Brunet, Carmen	No address
Buchanan, Mayor Ivan Duncan	St. Catharines, Ontario
Buck, John	Ville Ste. Pierre, P.Q.
Burden, Capt. Leslie Ernest	Port Weller, Ontario
Cameron, Angus Jock	Ville Ste. Michele, P.Q.
Camfouras, Emanuel	Montreal, P.Q.
Campbell, Clifford Arthur	No address
Carr, Capt. Christopher	No address
Charott, Regier	Montreal North, P.Q.
Clare, Henry Samuel	Port Dalhousie, Ontario
Collison, William Earl	Montreal, P.Q.
Coolen, Eileen	Montreal, P.Q.
Crank, Otis Lee	Milwaukee, Wisconsin
Cranston, Melvin	Goderich, Ontario
Crawford, Capt. Delmar	No address
Crawford, Howard	St. Philip County of La Prairie, P.Q.
Curry, John C.	Duluth, Minnesota

Daly, Eugene C.	Milwaukee, Wisconsin
Davies, Capt. George Harry	No address
Davis, Harold Melburn	No address
Deslauriers, Capt. Joseph J.	No address
Devoe, Ambrose	Sydney Mines, Nova Scotia
Dewling, John	Willowdale, Toronto, Ontario
Dion, Wilfred	No address
Dodge, William	Ottawa, Ontario
Doucet, Raymond	Montreal, P.Q.
Dumas, Henri	Grand-mere, P.Q.
Dunkerley, William	Montreal, P.Q.
Dunwell, Frederick	Montreal, P.Q.
Dupuis, Joseph Emil Urgel	Seven Islands, P.Q.
Elliott, Kenneth	Hamilton, Ontario
England, William	No address
Fiegehen, William	No address
Fisher, William J.	Ottawa, Ontario
Flaherty, Patrick	Point St. Charles, P.Q.
Flemming, Stanley	Port Colborne, Ontario
Fougere, Samuel	Verdun, Montreal, P.Q.
Gamache, Jacques	3 Balzac Candiac
Gagne, Paul	Montreal, P.Q.
Gariepy, Marcel	Montreal, P.Q.
Gauthier, Gilbert	Montreal, P.Q.
Gaydar, James	St. Catharines, Ontario
Glasgow, William Edward	Fort William, Ontario
Gravel, Mr. and Mrs. Ernest	No address
Greaves, Richard George	Port Colborne, Ontario
Greaves, Seaton	Westmount, Montreal, P.Q.
Grenier, Fernand	Montreal, P.Q.
Hall, Theodore	Duluth, Minnesota
Heinkecker, Daniel	Dunville, Ontario
Hilliard, Gary Ronald	No address
Hindman, Howard	Owen Sound, Ontario
Hockley, Ian	Welland Junction, Ontario
Houtman, Thomas J.	Toronto, Ontario
Humpage, Robert	Toronto, Ontario
Humphrey, Louise	No address
Jamieson, Roma	Montreal, P.Q.
Jerry, Henry O.	Goderich, Ontario
Jodoin, Claude	Ottawa, Ontario
Johnson, Gilbert	Montreal, P.Q.
Jureidini, Vincent	Montreal, P.Q.
Juskans, Albert	Montreal, P.Q.
Kaake, Lawson Arnold	Toronto, Ontario

Kammer, Harold	Toledo, Ohio
Kane, Sylvester	Montreal, P.Q.
Kaplan, Alexander	Montreal, P.Q.
Kendall, George Charles	Montreal, P.Q.
Kerr, Alexander	Cradell, New Jersey
Kingsburgh, Peter Gordon	Toronto, Ontario
LaCroix, Gerald	Windsor, Ontario
Lampman, Arthur	No address
Landry, Donat	Montreal, P.Q.
Larosee, Hector	No address
Laws, William Hector	Owen Sound, Ontario
LeBlanc, James	St. Catharines, Ontario
Leeson, James	Manitoulin Island, Ontario
Leeson, Orville	Manitoulin Island, Ontario
Leitch, John Daniel	Toronto, Ontario
Leonard, Donald	Shallow Lake, Ontario
Likourinos, Xenophon	Montreal, P.Q.
Lucyshyn, Gerald	Montreal, P.Q.
Macbeth, Capt. Hicks	No address
Mackin, Edward James	Brooklyn, New York
Mailhot, Real	No address
Mattice, Joseph Louis	No address
Mercer, John Patrick	Montreal, P.Q.
Mercer, Walter	Montreal, P.Q.
Michaels, Virgil	Montreal, P.Q.
Michell, Kenneth Fernie	Lanoraie
Miller, Noah	Trinity Bay, Newfoundland
Miller, Robert	No address
Misener, John	Port Colborne, Ontario
Mongeau, Marvin	No address
Mongrain, Mayor J. Alfred	Three Rivers, P.Q.
Morton, Barry	Owen Sound, Ontario
Myers, Paul	Morrisburg, Ontario
McAdam, Roy	Goderich, Ontario
McAllister, James P.	Montreal, P.Q.
McCarthy, Felix Anthony	Montreal, P.Q.
McInnis, Frank	No address
McIntaggart, Patrick	Midland, Ontario
McKee, Forrest	No address
McLagan, Rodgie	Montreal, P.Q.
McLaughlin, Leonard J.	Chomedy, P.Q.
McLennan, Roy	Manitoulin Island
McLeod, John	Ottawa
McNamara, John	St. Catharines, Ontario

McNamara, John Michael	No address
Neubauer, Frederick G.	Lakewood, Ohio (Cleveland)
Nicoll, Frederick	Ottawa, Ontario
Nolawski, Stephen	Cleveland, Ohio
O'Neil, William Andrew	No address
Palmer, Thelma	No address
Paterson, John Norman	Fort William, Ontario
Parsons, Frederick H. L.	No address
Perkins, William Herbert	St. Catharines, Ontario
Pichette, Jean Marc	Limoilou, P.Q.
Porelle, Valeri Faustin	Montreal, P.Q.
Powell, Ralph	No address
Pyette, Calvin	No address
Reoch, Norman J.	Montreal, P.Q.
Roberts, Leonard	Cornwall, Ontario
Robson, Elroy	Ottawa, Ontario
Roma, Ernest W.	Cleveland, Ohio
Ryan, Douglas Edward	Chatham, Ontario
Rouleau, Rene	Montreal, P.Q.
Scavarelli, Mr. and Mrs.	Fort William, Ontario
Scott, Ralph Clayton	No address
Segarich, Vladimir	Chomedy, P.Q.
Shannon, Albert Edgar	No address
Shanon, Douglas	No address
Shaw, John Anthony	Montreal, P.Q.
Sheehan, Michael	No address
Sherk, David	Whitby, Ontario
Sherlock, Paul	No address
Sillers, David Angus Ewing	Toronto, Ontario
Simon, Harry	Toronto, Ontario
Smathers, Thomas Reginald	No address
Smith, Alvin William Russell	No address
Smith, William John	Ottawa, Ontario
Sovie, James	Port Weller, Ontario
Stapleton, Ruth	St. Catharines, Ontario
Stoute, Harold	Montreal, P.Q.
Staples, John Alfred	Port Colborne, Ontario
St. Croix, Kenneth	Vancouver, B.C.
Stone, John Steven	Barrie, Ontario
Stuart, Paul	Toronto, Ontario
Therrian, Roland	Quebec City, P.Q.
Timlock, Charles Timothy	St. Catharines, Ontario
Todd, James	Toronto, Ontario
Tolhurst, Ronald	Hamilton, Ontario
Toope, Stanley	Newfoundland

Turgeon, Leo Paul
Turpin, Gordon Frederick
Vaillancourt, Charles Baptiste
Vallieres, Louis
Vandezande, Gerald
Van Praag, David
Vincent, Robert C.
Walker, Violet
Walsh, Capt. Henry Francis
Weatherley, Walter George
Wicks, Leonard Charles
Willis, Phillip
Winsor, Leonard
Wood, John Joseph
Wright, Maurice
Young, Capt. Lorne H.

No address
Three Rivers, P.Q.
Three Rivers, P.Q.
Montreal, P.Q.
No address
Toronto, Ontario
Chicago, Illinois
Toronto, Ontario
Welland, Ontario
Sarnia, Ontario
Port Colborne, Ontario
Goderich, Ontario
Montreal, P.Q.
Montreal, P.Q.
Ottawa, Ontario
No address

SCHEDULE 4

NAMES OF PERSONS AND ORGANIZATIONS PRESENTING BRIEFS

Canadian Merchant Seamen-Veterans' Association, The,
presented by Donald G. R. Macdonald, Esq., Counsel.

Canadian Shipowners Association,
submitted by W. J. Fisher, Esq., General Manager.

Committee for Justice and Liberty, The, and the
Christian Labour Association of Canada,
submitted by Gerald Vandezande, Esq., Business Agent.

Shipping Federation of Canada, Inc., The,
submitted by F. L. Parsons, Esq., President.

SCHEDULE 5

LIST OF EXHIBITS

EXHIBITS FILED AT OTTAWA

- O-1 Commission of Inquiry, July 17, 1962.
- O-2 Notice of Commission appointment and first sitting, July 30, 1962.
- O-3 Telegram August 1, 1962 from Hal C. Banks to Commissioner and reply from Commissioner.
- O-4 Eight payroll deduction slips from The Owen Sound Transportation Company Limited, issued to R. E. Powell, K. J. Mainland, R. F. White and J. B. Morton.
- O-5 Photocopy of letter dated September 23, 1957, addressed "Dear Sir", from Philip M. Willis, identified as a letter written to the S.I.U. in Montreal.
- O-6 Letter dated September 25, 1957 to Mr. Philip M. Willis, from Roger Desjardins, S.I.U. representative, Montreal.
- O-7 Receipt No. 94275 from S.I.U.N.A. Canadian District dated September 25, 1957, in the amount of \$16.00 made out to Philip Willis.
- O-8 Photocopy of a letter dated October 1, 1957, addressed "Dear Sirs" from Philip Willis, identified as having been sent to Roger Desjardins in Montreal.
- O-9 Letter dated October 4, 1957, to Mr. Philip Willis from Roger Desjardins, S.I.U. representative.
- O-10 Photocopy of letter dated October 8, 1957, addressed to "Rodger Desjardin, Union Representative", from Philip Willis.
- O-11 Receipt No. 55046 from S.I.U.N.A. Canadian District dated May 30, 1957, in the amount of \$12.00, made out to P. Willis.
- O-12 Letter dated October 11, 1957, from Roger Desjardins, S.I.U. representative to Philip Willis.
- O-13 Receipt No. 56384 from S.I.U.N.A. Canadian District dated October 10, 1957, in the amount of \$15.00, made out to Philip Willis.
- O-14 Two form letters dated February 4, 1958, on letterhead of S.I.U.N.A. Canadian District, addressed to Philip M. Willis, from Helen Aubry, Records Clerk.

- O-15 Form letter dated February 21, 1958, on letterhead of S.I.U.N.A. Canadian District to Philip Willis, from Helen Aubry, Records Clerk.
- O-16 Correspondence between Donnelly & Donnelly and S.I.U., Montreal, April 15 to June 4, 1958; copy of letter of May 12, 1958, from Donnelly & Donnelly to Department of Labour, with reply from Bernard Wilson May 21, 1958; copies of letters from Donnelly and Donnelly to Philip Willis Esq., May 12, 1958, January 28, 1959 and April 2, 1959.
- O-17 Letter dated May 26, on letterhead of K. A. Powell (Canada) Ltd., addressed "To Whom It May Concern", and signed Capt. G. E. Blevins.
- O-18 Telegram dated April 24, 1962, addressed to Joseph P. Molony from Paul Hall.
- O-19 Letter of May 16, 1958, to Mr. Wm. H. Laws from Derek Bedson, Private Secretary to the Prime Minister.
- O-20 Letter dated May 13, 1958 to Bill Laws, Esq., from George Hees, Minister of Transport.
- O-21 Letter dated May 21, 1958 to Mr. William Laws from M. Starr, Minister of Labour.
- O-22 Copy of letter dated May 20, 1958, to Mr. William Laws from Bernard Wilson.
- O-23 Letter of May 27, 1958, to Mr. William Laws from Bernard Wilson.
- O-24 Letter dated February 11, 1958, to Mr. Wm. Laws, from F. Saunders, Administrator, Canadian Seafarers' Welfare Plan, with attached "Copy of a minute made at a meeting held in Montreal on November 1, 1957."
- O-25 Copies of three letters from files of the Dept. of Labour: May 10, 1958, from Bill Laws; May 23, 1958 from William Laws; May 27, 1958, from Bernard Wilson to Mr. Hal C. Banks.
- O-26 Certificate of Post Office Registration, Owen Sound, May 10, 1958.
- O-27 Statement headed "Welland Canal Delays S.S. 'Red Wing'—Trip XIV—Hamilton to Silver Bay and return to Hamilton."
- O-28 Statement headed "M.V. 'WHEAT KING' at Levis, Quebec, June, 1961."
- O-29 Estimated overtime for unlicensed personnel on the Wheat King, April, May, and June, 1961.
- O-30 Chart of share holdings in Upper Lakes Shipping Ltd. and parent and associated companies produced by R. C. Vincent.

- O-31 Certified copy of injunction order dated October 24, 1958 (Interim to October 29, 1958) Superior Court of Quebec (Pager J.) N.A.M.E. v Peter Scragg and John J. Wood. No. 458690.
- O-32 Certified copy of injunction order dated October 29, 1958 (Interlocutory) Superior Court of Quebec (Pager J.) N.A.M.E. v Peter Scragg and John J. Wood. No. 458690.
- O-33 Collective agreement between the Association of Lake Carriers and the National Association of Marine Engineers of Canada, Great Lakes and Eastern District, October 28, 1960.
- O-34 Report of Proceedings, Third Constitutional Convention of the Canadian Labour Congress, Montreal, April 25-29, 1960.
- O-35 C.L.R.B. reasons for decision, dated August 23, 1961, refusing S.I.U. application for certification on account of fraud.
- O-36 Photograph of R. G. Greaves; reproduction clipped from the Vancouver Province of February 1, 1960.
- O-37 Certified copy of an order dated September 18, 1961, Supreme Court of Ontario (Spence J.) in action S.I.U. of Canada et al v C.L.R.B. and National Sand & Material Company, Limited et al dismissing application of applicants for Certiorari with Judge's endorsement on the record of same date.
- O-38 Minutes of the Thirty-Third Meeting of the National Council of the National Association of Marine Engineers of Canada, Incorporated, held in the King Edward Hotel, Toronto, Ont., February 16-18, 1959.
- O-39 Bulletin headed "Official Ballot, Report of the Merger Committee", issued by National Association of Marine Engineers, Inc., with ballot portion attached, dated February 25, 1959.
- O-40 Letter of October 30, 1958, from John J. Wood, S.I.U.N.A. Canadian District, Licensed Division, to Mr. T. J. Houtman.
- O-41 Letter of November 7, 1958, to Mr. T. J. Houtman from Hal. C. Banks.
- O-42 Minutes of Special Meeting of N.A.M.E., Montreal, September 29, 1958.
- O-43 Mimeographed circular of S.I.U. of Canada dated September 14, 1962, addressed "To all S.I.U. Members".
- O-44 Duplicate copy of a letter dated September 10, 1958, from John J. Wood to Richard G. Greaves.
- O-45 Letter of December 3, 1958, from John J. Wood, Director, Licensed Division, S.I.U. to Mr. Claude Jodoin with enclosures referred to as "Exhibit 'A'" to "Exhibit 'J'".
- O-46 The evidence of Moses Earll, pages 113 to 130 of transcript of proceedings before Canada Labour Relations Board in applications

for certification by C.M.U.; Trans-Lake Shipping Ltd.; C.P.R. (Great Lakes Steamships); and S.I.U. of Canada. Taken at Ottawa, Thursday, December 14, 1961.

- O-47 (a) Minutes of meeting of National Executive of the National Association of Marine Engineers of Canada, Inc., held at Suite 15, 484 McGill Street, Montreal, P.Q., July 29, 1957.
- (b) Minutes of 31st meeting of National Council of the National Association of Marine Engineers of Canada, Inc., held at Room 202, 319 Pender Street West, Vancouver, B.C., September 28, 1957.
- (c) Minutes of 32nd Meeting of the National Council of the National Association of Marine Engineers of Canada, Inc., held at Room 202, 319 West Pender Street, Vancouver, B.C., June 14 and 15, 1958.
- (d) Minutes of a meeting of National Executive of National Association of Marine Engineers of Canada held December 15, 1958, in the Association Rooms, 319 Pender Street West, Vancouver, B.C.
- (e) Terms of Merger between the National Association of Marine Engineers of Canada, Inc., and the Canadian Brotherhood of Railway, Transport and General Workers, with the signatures of the negotiating committee. Not dated.
- O-48 Photocopy of a letter dated December 11, 1958, from John McGough, District Secretary of N.A.M.E., to D. McKeown, National Secretary Treasurer, N.A.M.E.
- O-49 Photocopy of a collective agreement between Reoch Transports Limited, The Reoch Steamships Company, and Westdale Shipping and the Canadian Merchant Service Guild, Eastern Branch, dated November 10, 1960.
- O-50 Declarations "Relating to the authority of a Trade Union to continue to act on My Behalf as My Lawful Bargaining agent with Winona Co." made by Ronald S. Houghton and Armand Boucher respectively, June 16, 1961.
- O-51 Probationary card No. 5616 issued to C. Arthur Campbell by Seafarers' International Union of North America, Canadian District, April 14, 1955.
- O-52 "Declaration Relating to the authority of a Trade Union to Continue to Act on My Behalf as My Lawful Bargaining Agent with Redwood Enterprises Ltd." made by Maurice Adams, June 5, 1961.
- O-53 "Declaration Relating to the authority of a Trade Union to Continue to Act on My Behalf as My Lawful Bargaining Agent with Redwood Enterprises Ltd." made by Charles Morrison, June 5, 1961.

- O-54 "Declaration Relating to the authority of a Trade Union to Continue to Act on My Behalf as My Lawful Bargaining Agent with Redwood Enterprises Ltd." made by Garry R. Hilliard, June 12, 1961.
- O-55 "Declaration Relating to the authority of a Trade Union to Continue to Act on My Behalf as My Lawful Bargaining Agent with Redwood Enterprises Ltd." made by William Richmond, June 12, 1961.
- O-56 "Declaration Relating to the authority of a Trade Union to Continue to Act on My Behalf as My Lawful Bargaining Agent with Redwood Enterprises Ltd." made by Frank Lambe, June 12, 1961.
- O-57 Payroll Slips from Westdale Shipping Limited in the name of Garry Hilliard for April 1961, and G. Hilliard for May and June 1961.
- O-58 Carbon copy of letter to Rt. Hon. John Diefenbaker from Victor Barry, Secretary, Eastern Branch, Canadian Merchant Service Guild, Inc.
- O-59 Copy of telegram dated June 8, 1962, to The Right. Hon. John Diefenbaker from John McNamara, President Local 212, CBRT and GW, 250 Niagara Street, St. Catharines.
- O-60 Letter dated June 12, 1962, to Mr. John McNamara from Neil S. Crawford, Executive Assistant to the Prime Minister.
- O-61 Letter dated June 13, 1962, to Mr. John McNamara from Bernard Wilson.
- O-62 Telegram dated June 21, 1962, to Right Honourable John Diefenbaker from J. McInnis, Vice-President Local 212 C.B.R.T.
- O-63 Mimeographed notice of special union meetings of Local 212 C.B.R.T. & G.W. to be held June 20, 1962.
- O-64 Resolution by Local 212 of Brotherhood of Railway, Transport and General Workers.
- O-65 Telegram October 4, 1961, from Elroy Robson to Rt. Hon. J. G. Diefenbaker.
- O-66 Telegram June 20, 1962, from Elroy Robson to Prime Minister John Diefenbaker.
- O-67 Telegram June 20, 1962, from Elroy Robson to The Honourable Michael Starr.
- O-68 Telegram June 20, 1962, from Elroy Robson to The Honourable Ellen Fairclough.
- O-69 Letter June 21, 1962, from Administrative Assistant to the Minister of Citizenship and Immigration, to Elroy Robson, Esq.
- O-70 Letter June 27, 1962 from Neil S. Crawford, Executive Assistant to the Prime Minister, to Mr. Elroy Robson.

- O-71 Letter June 28, 1962, from Ellen L. Fairclough to Elroy Robons, Esq. [Elroy Robson]
- O-72 Letter June 29, 1962, from H. C. Green to W. J. Smith, Esq.
- O-73 Copy of injunction order dated July 6, 1962, (Interim to July 7, 1962) Supreme Court of Ontario (Fraser J.) *St. Lawrence Seaway Authority v Frederick D. Nicoll, Elroy Robson, M. K. Carson, M. W. Shaw and John McNamara.*
- O-74 Letter January 25, 1962, from Claude Jodoin to Mr. George Meany.
- O-75 Copy of *The Maritime Register*, official publication of Maritime Trades Department (AFL-CIO) dated October-November, 1961.
- O-76 Telegram dated Oct. 10, 1962, to the Hon. Mr. Justice T. G. Norris from F. L. Parson. Copy of telegram dated Oct. 11, 1962 to Hal C. Banks from Commissioner Norris. Copy of telegram sent Oct. 12, 1962 to all counsel from Commissioner Norris. Telegram dated Oct. 12, 1962 to Commissioner Norris from Hal C. Banks. Copy of telegram dated Oct. 12, 1962 to Hal C. Banks from Commissioner Norris.
- O-77 Collective agreement between McAllister Towing Ltd., Sincennes-McNaughton Division, and Seafarers International Union of Canada, June 1, 1962.
- O-78 Copy of letter dated Aug. 17, 1962 from McAllister Towing Ltd. to Mr. Hal C. Banks.
- O-79 Map of Montreal Harbour showing the successive positions of the 'Red Wing' on October 14, 1962.
- O-80 National Harbours Board Operating Regulations and Tariff Charges, with amendments to date.
- O-81 Article headed "Sarnia Port Council Actions 'Redwing'" appearing in the *Canadian Sailor* of April 9, 1962.
- O-82 Certified copy of injunction order dated May 4, 1962 (Interim to May 9, 1962) Superior Court of Quebec (Deslauriers J.) *Upper Lakes Shipping Limited v Seafarer's International Union of Canada, Hal C. Banks and others.* No. 569372.
- O-83 Certified copy of order dated May 30, 1962 (Interlocutory) Superior Court of Quebec (Charbonneau J.) *Upper Lakes Shipping Limited v Seafarers' International Union of Canada, Hal C. Banks and others*, continuing injunction order of DesLauriers J. until judgment on Petition for Interlocutory Injunction and prohibiting picketing until said judgment. No. 569372.
- O-84 S.I.U. collective agreements with National Harbours Board for Montreal Harbour and with McAllister Towing Limited (Sincennes-McNaughton Division)—Comparison of Selected Terms.

- O-85 Minutes of S.I.U. Headquarters Regular Meeting October 3, 1962.
- O-86 Statement headed "Places in transcript where there is reference to detective agency or security guard".
- O-87 Letter dated November 8, 1962, from James P. McAllister to Beauregard, Brisset, Reycraft & Chauvin.
- O-88 Copies of correspondence and schedules dated May 1961 relating to S.I.U. vacation pay plan, including copy of approval by the Minister of Labour.
- O-88A Photocopy of letter dated May 2, 1961 to Capt. J. E. F. Misener from Bernard Wilson, with copy of Minister's approval of vacations with pay provisions.
- O-88B (a) Copy of circular letter from Dept. Labour, November 1, 1960, "Notice to Employers, Employees, and trade unions . . ." re the Annual Vacations Act.
 - (b) Copy of letter February 10, 1961, to S.I.U. and Marine Industries from Bernard Wilson acknowledging application for approval of vacations with pay provisions.
 - (c) Copy of letter March 13, 1961 to S.I.U. and Marine Industries from Bernard Wilson setting out additional conditions to be met.
- O-89 Statement headed "Canadian Seafarers Vacation Fund".
- O-90 Convention Proceedings, Tenth Biennial Convention, March 13-18, 1961, San Juan, Puerto Rico. S.I.U.N.A.
- O-91 Collective agreement between Hindman Transportation Co. Ltd. and Seafarers International Union (A.F. of L.) April 1, 1949.
- O-92 [Not used.]
- O-93 Collective agreement between Reoch Steamship Company Limited and S.I.U.N.A. Canadian District, April 1, 1952.
- O-94 Photo copies of three schedules headed "Westdale Shipping Limited, Overtime Sheet for Ship Crews" covering "Pinedale" June 1962 and "Willowdale" July 1962.
- O-95 Bound documents labelled "Before a Board of Conciliation and Investigation, Exhibits by the Employees in Support of A Submission Tendered in a Dispute Between Seafarers' International Union of North America, Canadian District, and the Association of Lake Carriers. March 1958".
- O-96 Letters and copies of letters between S.I.U. and C.S.L., 1960.
- O-97 Letters and copies of letters between S.I.U. and C.S.L., 1961, with schedule.
- O-98 Letters and copies of letters between S.I.U. and C.S.L., 1962, with schedule.

- O-99 Minutes of Montreal Headquarters Meetings S.I.U.N.A. Canadian District for Jan. 28, Mar. 11, Apr. 13, Apr 22, Aug. 26, 1953.
- O-100 Carbon copy of receipt on S.I.U. form "C No. 98744" to Dan Heimbecker for \$25.00 "Full Book Application" dated Apr. 26, 1960.
- O-101 Record card bearing name of Daniel Heimbecker H-521.
- O-102 Copy of "Official Ballot" No. 3638 S.I.U.N.A. Canadian District General Election, dated September 1960.
- O-103 Copies of three statements of S.I.U.N.A. Canadian District headed "Dues Deducted List" for the vessel Normac, dated June 21, July 17, and August 18, 1961.
- O-104 Minutes of Headquarters Meeting of S.I.U.N.A. Canadian District Sept. 29, 1954.
- O-105 Record card in name of Stanley Fleming P-4185.
- O-106 Letter dated November 2, 1962, "To Whom it May Concern" from Canadian Dredge & Dock Co. Limited.
- O-107 Record card in the name of Stanley Fleming F-17.
- O-108 Form headed "Seafarers Vacation Fund", completed re Ambrose Devoe of the M.V. Normac.
- O-109 Photo copy of cheque stubs numbered 1957 to 1960.
- O-110 Photo copy of cheque stubs numbered 10526 and 10527.
- O-111 Record card bearing the name of Ambrose Devoe 3524.
- O-112 Copies of two statements on forms of S.I.U. of Canada headed "Dues Deducted List" for the Normac, dated October 23 and November 23, 1961.
- O-113 Statement headed "Attention Roger Deschenes, Vacation Pay Cheques Being Held (Toronto)".
- O-114 Letter dated February 28, 1962, from Bernard Wilson to Mr. Leonard J. McLaughlin; copy of letter dated March 1, 1962, to Mr. Bernard Wilson from L. J. McLaughlin; letter dated March 2, 1962, from Bernard Wilson to Mr. Leonard J. McLaughlin.
- O-115 Carbon copy of a form headed "Designation Authority" dated June 7, 1961 and completed in the name of Ralph Powell.
- O-116 Record card in the name of Ralph Powell.
- O-117 Letter dated February 7, 1962, to S.I.U. Vacation Pay Fund from Westdale Shipping Limited, with attached statement.
- O-118 Photocopy of "paid" cheque drawn on "Canadian Seafarers' Vacation Fund" dated Feb. 14, 1962, in favour of G. Hilliard in the amount of \$109.61.

- O-119 Photo copy of a tabulation headed "Canadian Sailor, Intra Union Communication and Information, 1958-1959-1960-1961 (Articles and Bulletins)", with attachment.
- O-120 Photo copy of statement headed "Publication Figures—Canadian Sailor—1958/1961".
- O-121 Photo copy of tabulation headed "Seafarers' International Union of Canada, Official Publication. The Canadian Sailor, Distribution of Cost".
- O-122
- (a) Minutes of Headquarters Meeting S.I.U.N.A. Canadian District June 3, 1959.
 - (b) Copy of telegram dated June 3, 1959, to Mr. Michael Edwards from Hal. C. Banks.
 - (c) Telegram dated June 4, 1959, to Hal. C. Banks from Alex Banfield.
 - (d) Copy of telegram dated June 8, 1959, to Mr. Alec Banfield from Hal. C. Banks.
 - (e) Telegram dated June 11, 1959, to Hal. C. Banks from Alex Banfield.
 - (f) Telegram dated June 13, 1959 to Hal. C. Banks from Alex Banfield.
 - (g) Minutes of Headquarters Meeting S.I.U.N.A. Canadian District, June 17, 1959.
 - (h) Telegram dated July 23, 1959, to Hal. C. Banks from John W. MacKay.
 - (i) Minutes of Headquarters Meeting S.I.U.N.A. Canadian District, July 29, 1959.
 - (j) Collective agreement between Commercial Cable Company and S.I.U.N.A. Canadian District, July 1, 1959, to June 30, 1961.
- O-123 Telegram dated Nov. 13, 1962 to Mr. Justice T. G. Norris from Hal. C. Banks.
- O-124 Copy of telegram dated Nov. 14, 1962, to Mr. John G. Ahern, Q.C., from T. G. Norris, Commissioner.
- O-125 Letter dated Nov. 15, 1962, to The Honourable T. G. Norris from John Ahern.
- O-126 Photo copy of telegraph message dated June 7, 1956, to Capt. John Misener from Hal. C. Banks.
- O-127 Photo copy of a letter dated November 5, 1956, to Mr. Hal. C. Banks from T. J. Houtman.
- O-128 Photo copy of letter dated November 9, 1959, to Mr. H. C. Banks from Jack Leitch.

- O-129 Photo copy of an agreement dated March 31, 1960, between Island Shipping Limited and Upper Lakes Shipping Ltd.
- O-130 Photo copy of "Agreement and List of the Crew" for the Wheat King, dated at St. Catharines, April 17, 1961.
- O-131 Photo copy of letter dated June 13, 1961, to Mr. Hal. C. Banks from J. D. Leitch.
- O-132 Two-page statement on C.B.R.T. & G.W. form "Membership Increase Report" from E. Robson dated July 7, 1961, with supporting receipts.
- O-133 Copy of an order dated August 7, 1961, District Court Sixth Judicial District, Minnesota (Kaner J.) C.B.R.T. and others v S.I.U.N.A. Great Lakes District, M.T.D. Duluth Local, and others dismissing Order to Show Cause and denying plaintiff's motion for a temporary injunction.
- O-134 C.L.R. Bd. Transcript of Proceedings in Applications for Certification, Island Shipping Limited, C.B.R.T. and S.I.U. of Canada, September 27, and 28, 1961.
- O-135 Letters, telegrams, and copies of letters and telegrams dated October to December 1961, between the S.I.U. and the Association of Lake Carriers, also between the S.I.U. and Upper Lakes Shipping Ltd. and associated companies; copy of letter of December 20, 1961, from Leonard J. McLaughlin to Mr. Bernard Wilson.
- O-136 Minutes of Headquarters Meetings S.I.U.N.A. Canadian District, February 11, February 25 and April 22, 1953.
- O-137 Minutes of Branch Meetings of S.I.U.N.A. Canadian District: Thorold, February 18; Saint John, February 17; Vancouver, February 16; Halifax, February 16, 1953.
- O-138
 - (a) Collective agreement between Upper Lakes and St. Lawrence Transportation Company Limited, Norris Grain Company Limited, Leitch Transports Limited ("The Company") and S.I.U.N.A. Canadian District, June 12, 1956.
 - (b) Copy of draft collective agreement, 1956, between Association of Lake Carriers and S.I.U.N.A. Canadian District, with attached copy of a memorandum showing the derivation of clauses in the draft agreement.
 - (c) Draft "Memorandum of Terms of Settlement" of dispute between Association of Lake Carriers and S.I.U. Canadian District, submitted as being drafted by Mr. Carl H. Goldenberg, Q.C., with attached conditions of acceptance by the Association.
- O-139 Minutes of Union Meeting Aboard the M.V. Wheat King, April 19, 1961, Maiden Voyage.

- O-140 Letter dated Apr. 24, 1961, to Hal. C. Banks over six signatures; letter not dated addressed to Mr. Hal. C. Banks from Joe Turner T-241, with attachment.
- O-141 Statement headed "Extracted from minutes of meeting May 4, 7 p.m., M/V Wheat King".
- O-142 Letters dated January and February 1962, expressing intention or desire of the writer to return to the Red Wing; filed as having been received by the S.I.U. from members.
- O-143 Notices and other documents relating to S.I.U.N.A. Canadian District election of officers 1960.
- O-144 Constitution of S.I.U.N.A. as amended at Eighth Convention 1957.
- O-145 Constitution of S.I.U.N.A. as amended at Tenth Convention 1961.
- O-146 S.I.U.N.A. Proceedings Seventh Biennial Convention, May 24-27, 1955.
- O-147 S.I.U.N.A. Proceedings Eighth Biennial Convention, March 25 to 29, 1957.
- O-148 S.I.U.N.A. Proceedings Ninth Biennial Convention, May 25 to 29, 1959.
- O-149 *Canadian Sailor*, November 20, 1962.
- O-150 C.L.R. Bd. Transcript of Proceedings in Applications for Certification, S.I.U.N.A. Canadian District; N.A.M.E.; and Upper Lakes, Scott Misener, Paterson & Sons, Hall Corporation and La Verendrye Line, Limited, December 15-16, 1960.
- O-151 C.L.R. Bd. Transcript of Proceedings in Applications for Certification, Various Shipping Companies and S.I.U.N.A. Canadian District, C.M.S.G., C.B.R.T., N.A.M.E., March 3, 1961.
- O-152 C.L.R. Bd. Transcript of Proceedings in Applications for Certification, C.M.S.G., S.I.U.N.A. Canadian District, N.A.M.E., C.B.R.T., and various companies, June 15, 1961.
- O-153 Certified copy of Notice of Motion dated August 22, 1961, S.I.U. of Canada Licensed Division and others v C.L.R.B., for an Order of Certiorari and to quash the Board's order of July 14, 1961, and directing the Board to certify the applicants as bargaining agent; affidavits in support of the motion by Leonard J. McLaughlin and G. Gauthier sworn August 23, 1961 and August 24, 1961, respectively.
- O-154 Affidavit by Leonard J. McLaughlin sworn September 18, 1961.
- O-155 Copy of an affidavit by Victor Barry sworn September 7, 1961.
- O-156 Copy of an affidavit by Elroy R. Robson sworn on a day in September, 1961.

- O-157 C.L.R.B. reason for decision, dated August 23, 1961, refusing S.I.U. application for certification on account of fraud.
- O-158 Order dated September 18, 1961, Supreme Court of Ontario (Spence J.) in action S.I.U. of Canada et al v C.L.R.B. and National Sand & Material Company, Limited et al dismissing application of applicants for Certiorari.
- O-159 (a) C.L.R. Bd. notice of hearing to be held June 15, 1961, addressed to Greenberg, Wright & Gorsky; notice dated June 16, 1961.
 (b) Copy of letter June 8, 1961, to N.A.M.E. and to Greenberg, Wright & Gorsky from John M. Schlesinger.
- O-160 Statement of Salaries and Expenses paid to National Officers of C.B.R.T. in fiscal years ending April 1959, 1960, 1961, 1962.
- O-161 Statement of amounts paid to employees of C.M.U. for organizing expense accounts; September 18, 1961 to October 31, 1962; copies of T-4 statements and payrolls; related statements.
- O-162 (a) S.I.U.N.A. (Canadian District) Financial Statements for the year ended 30 June, 1952.
 (b) S.I.U.N.A. (Canadian District) Financial Statement for the 4 months to October 31, 1952.
 (c) S.I.U.N.A. (Canadian District) Financial Statement for the 8 months to June 30, 1953.
 (d) S.I.U.N.A. (Canadian District) Financial Statement for the year ended June 30, 1954.
 (e) S.I.U.N.A. (Canadian District) Financial Statement for July 1 to November 15, 1954.
 (f) S.I.U.N.A. (Canadian District) Financial Statement for the year ended November 15, 1955.
 (g) S.I.U.N.A. (Canadian District) Financial Statement for the year ended November 15, 1956.
 (h) S.I.U.N.A. (Canadian District) Financial Statement for the year ended November 15, 1957.
 (i) S.I.U.N.A. (Canadian District) Financial Statement for November 16, 1957 to December 31, 1958.
 (j) S.I.U.N.A. (Canadian District) Financial Statement for the year ended December 31, 1959.
 (k) Photocopy of S.I.U.N.A. (Canadian District) Financial Statements as at December 31, 1960.
 (l) S.I.U. of Canada Financial Statements as at December 31, 1961.
- O-163 Photo copies of S.I.U. T-4 summaries for 1950, 1951, 1956, 1957, 1958, 1959, 1960, 1961.

- O-164 Statement headed "Total Assets as of September 30, 1962" and "September 30, 1962, Statement of Income and Disbursements".
- O-165 [see O-162]
- O-166 Letter dated November 23, 1962, to the Canadian Seafarers' Building Corporation Limited from Savage, Kendall, & Associates giving the directors, officers, and authorized capital of the corporation.
- O-167 Letter dated November 22, 1962, to S.I.U. of Canada from Savage, Kendall, & Associates, respecting bank transactions of the Vacation Pay Fund.
- O-168 Copy of a Resolution, M.T.D. Executive Board Meeting, Montreal, October 24, 1962, re William C. Dodge.
- O-169 "Excerpts from the Norris Commission Hearings Held September 17, 1962", from the evidence of James Todd.
- O-170 (a) Letter dated December 30, 1961, from Henry S. Clare, addressed only "Dear Sir".
(b) Copy of reply dated January 2, 1962, from T. J. Houtman to Mr. Henry S. Clare.
(c) Copy of letter dated October 10, 1961, from Henry Clare addressed only "Dear Sir".
(d) Copy of letter dated October 18, 1961, to Mr. Henry Clare from T. J. Houtman.
- O-171 *The Maritime Register*, issue for October–November, 1962.
- O-172 List of "Abstracts from D.N.S. and R.O.C. files at the S.I.U Headquarters in Montreal"
- O-173 Photo copies of two statements, Report of Per Capita Contributions to S.I.U.N.A. by S.I.U. of Canada, for the periods September 15 to 30, 1961, and October 1 to 31, 1961.
- O-174 (a) Photo copies of S.I.U. Trial Committee Reports, Headquarters, October 28, 1954 to July 18, 1962.
(b) Photo copies of S.I.U. Trial Committee Reports, Outports, November 7, 1954 to October 30, 1961.
- O-175 (a) Copy of application to prosecute under Section 46 of the Industrial Relations and Disputes Investigation Act dated September 20, 1961, by Leonard J. McLaughlin and others.
(b) Copy of reply to above application, dated October 13, 1961, by Island Shipping Limited.
(c) Photo copy of letter dated December 7, 1961, to Mr. R. V. Sankey from Bernard Wilson.
- O-176 Letter dated November 27, 1962, from Savage, Kendall & Associates to S.I.U. of Canada reporting a loan made to Norman G. Cunningham

on July 10, 1959 in the amount of \$2,500.00 with details of repayment and write-off.

- O-177 Letter dated November 27, 1962, from Savage, Kendall & Associates to S.I.U. of Canada recording the earnings of H. C. Banks as per union payroll records for the years 1950 to 1961.
- O-178 Letter dated November 30, 1962, from Savage, Kendall & Associates to S.I.U. of Canada recording outstanding advances to employees made by the S.I.U. of Canada as at December 31, 1960.
- O-179 Letter dated November 30, 1962 from Savage, Kendall & Associates to S.I.U. of Canada recording outstanding loans to members and other unions as at December 31, 1960.
- O-179A Copy of above letter of November 30, 1962, with annotated dates on which loans made.
- O-180 Letter dated November 29, 1962, from Savage, Kendall & Associates to S.I.U. of Canada recording loans to International Brotherhood of Teamsters in the years 1956, 1959, and 1962.
- O-180A Copy of above letter of November 29, 1962, with a month written beside each year.
- O-181 See Exhibit O-224.
- O-182 Copy of Memorandum of Agreement as of April 1, 1955, between several like shipping companies and S.I.U.N.A. (Canadian District) respecting a welfare plan, in English and in French.
- O-183 Extracts of the Minutes of Meetings of the Board of Trustees of the Canadian Seafarers' Welfare Plan: January 28, 1958, November 23, 1959, and March 27, 1961.
- O-184 "Guide To:—The Canadian Seafarers' Welfare Plan" dated "8/10/57", and "Canadian Seafarers Welfare Plan" dated July 5, 1961.
- O-185 Photo copies of statements of trust fund of The Canadian Lake Carriers' and Seafarers' Welfare Plan for the years ending Mar. 31, 1956 to 1962.
- O-186 Booklet entitled "Canadian Seafarers' Welfare Plan, Plan de Bien-Être des Marins Canadiens 'History of the Welfare Plan'".
- O-187 "Group Hospitalization and Medical Insurance Plans in Canadian Manufacturing Industries", Economics and Research Branch, Department of Labour, Ottawa, December, 1958.
- O-188 Photo copies of statements of Canadian Lake Carriers and Seafarers Welfare Plan as at various dates from Apr. 30, 1955 to Sept. 30, 1962.
- O-189 Sundry forms relating to Welfare Plan claims.
- O-190 S.I.U. long distance telephone slip extracted from Exhibit T-112-C and dated May 18 (i.e. May 18, 1962).

- O-191 (a) S.I.U. long distance telephone call record slip dated July 4, time 9:15, abstracted from Exhibit T-112C.
(b) Typed slip "List of unrecorded long distance calls."
- O-192 Outline of a Plan of Welfare Benefits for the employees of S.I.U. submitted by Quebec Hospital Service Association in conjunction with The Quebec Mutual Life Assurance Company.
- O-193 Photo copy of letter dated December 5, 1962, on letterhead of Canadian Seafarers Welfare Plan, from Gaston Poudrier to Monsieur Boulanger.
- O-194 Letter on letterhead of Canadian Seafarers Welfare Plan dated December 5, 1962, to M. Bernard L. Boulanger from Madeleine Home.
- O-195 Letter dated May 3, 1962, to Mr. Jean Marc Pichette from T. J. Houtman.
- O-196 Letter dated June 21, 1962, to Mr. J. Pichette from Fred Brand, Office Manager, Upper Lakes Shipping Ltd.
- O-197 (a) Letter dated April 25, 1962, addressed only "Dear Sir" from Jean-Marc Pichette.
(b) Copy of letter dated May 3, 1962, to Mr. Jean Marc Pichette from T. J. Houtman.
(c) Copy of letter dated June 21, 1962, to Mr. J. Pichette from F. W. Brand.
(d) Letter dated July 9, 1962, addressed "Der M Brond" from Jean Marc Pichette.
- O-198 (a) Document headed "Upper Lakes Shipping Limited for Employees who are Members of Canadian Maritime Union and the National Association of Marine Engineers."
(b) Photocopies of policies G.3151 and H.3151 of The Canada Life Assurance Company issued to Upper Lakes Shipping Limited on April 5, 1962.
- O-199 (a) C.N.R. Pension Plan Rules effective January 1, 1959.
(b) Benefit Plan for Employees of Canadian Railways, Newfoundland, January 1, 1959.
(c) Benefit Plan for Employees of Canadian Railways, Prince Edward Island and New Brunswick, January 1, 1959.
(d) Benefit Plan for Employees of Canadian Railways, Nova Scotia, January 1, 1959.
(e) Benefit Plan for Employees of Canadian Railways, Quebec, January 1, 1961.
(f) Benefit Plan for Employees of Canadian Railways, Ontario, January 1, 1959.

- (g) Benefit Plan for Employees of Canadian Railways, Manitoba, January 1, 1959.
 - (h) Benefit Plan for Employees of Canadian Railways, Saskatchewan, January 1, 1959.
 - (i) Benefit Plan for Employees of Canadian Railways, Alberta, January 1, 1959.
 - (j) Benefit Plan for Employees of Canadian Railways, British Columbia, January 1, 1959.
 - (k) C.P.R. Pension Plan Rules and Regulations revised to January 1, 1960.
 - (l) Welfare Plan for the employees of the St. Lawrence Seaway Authority, with attached photo copy of "Notice to All Employees Re: Welfare Plan."
- O-200 Report of the Trial Committee re charges against Brother Bertram Benta B-491, dated February 6, 1962; Report of Appeals Committee elected to hear the appeal of Bertram Benta B-491, dated February 23, 1962.
- O-201 Minutes of S.I.U. Headquarters meetings of November 15 and November 28, 1962.
- O-202 (a) Extract from minutes of a meeting of the Board of Trustees of the "Canadian Seafarers' Welfare Plan" July 13, 1962; signing officers for the savings account, with attached resolution re banking.
- (b) Extract from minutes of the same meeting; signing officers for operating account, with resolution re banking.
- O-203 Photo copy of statement of long distance calls for which the Welfare Plan reimbursed the S.I.U. from April 25 to May 25, 1962.
- O-204 Extract from the minutes of a meeting of the Board of Trustees of the "Canadian Seafarers' Welfare Plan" September 18, 1962; rental rates for office space.
- O-205 Extract from the minutes of a meeting of the Board of Trustees for the "Canadian Seafarers' Welfare Plan" December 16, 1960; 60 day service within the 365 days preceding application for welfare benefits.
- O-206 Minutes of S.I.U. Headquarters Meeting, October 21, 1959.
- O-207 Photo copy of a copy of a letter dated December 3, 1962, to S.I.U. of Canada from "G.C.K." re deposit on bail, defence fund receipts, and per capita payments to S.I.U.N.A.
- O-208 Photo copy of a copy of a letter dated December 10, 1962, to S.I.U. of Canada from "G.C.K." re McLaughlin increase in income tax, and automobile purchased in 1960.

- O-209 S.I.U. statements of "Total Assets", and "Income and Disbursements" as of May 15, 1962.
- O-210 Minutes of S.I.U. Headquarters Special Meeting aboard the tug Sir Hugh Allan November 9, 1962.
- O-211 (a) S.I.U. statements of "Income and Disbursements" and "Total Assets" as of October 30, 1962.
(b) Similar statements as of November 15, 1962.
- O-212 (a) Photocopy of a copy of a letter to S.I.U. of Canada from "G.C.K." re net salaries of certain persons.
(b) Schedule headed "Gross Salaries for the Following Persons".
- O-213 Minutes of S.I.U.N.A. Canadian District Headquarters Meeting, June 9, 1954.
- O-214 Photocopy of copy of a letter dated December 10, 1962, from "G.C.K." re advances totalling \$7,850.
- O-215 Photocopies of (a) receipt in the name of Mlle. Lise Perron from Hotel St-Louis Trois-Rivieres Ltee. (b) both sides of a paid cheque for \$100.00 from Canadian Seafarers Welfare Plan in favour of Lise Perron dated May 22, 1962 (c) both sides of a paid cheque dated May 18, 1962, for \$100.00 in favour of Lise Perron, signed Bernard L. Boulanger.
- O-216 Extract from the minutes of a meeting of the Board of Trustees of the "Canadian Seafarers' Welfare Plan" March 27, 1961, re opening of a clinic and the payment of rent for the space required.
- O-217 Extract from the minutes of a meeting of the Board of Trustees of the "Canadian Seafarers' Welfare Plan" January 29, 1962, re increase in the salary of the Administrator.
- O-218 Photocopy of a copy of a letter said to have been sent to each of the three following: M. Lorenzo St. Laurent, Courtier d'Assurances, Verdun; M. Gaston Poudrier, Gerant-Service d'Hosp. de la Croix Bleue, Montreal; M. Gaetan Joly, Asst. Gerant, Metropolitan Life, Montreal.
- O-219 Two volumes of "Minute Book, Stock Ledger, and Stock Transfer Book" of the Canadian Seafarers' Welfare Plan: letter dated March 26, 1963, from Bernard L. Boulanger to M. Jean-Pierre Beaulne with copy of minutes of a meeting of the Board of Trustees of the "Canadian Seafarers' Welfare Plan" December 17, 1962; letter dated March 19, 1963, from Bernard L. Boulanger to M. Jean-Pierre Beaulne; copy of a letter dated March 15, 1963, from Jean-Pierre Beaulne to M. Bernard L. Boulanger.
- O-220 Paid cheque dated May 16, 1962, cheque No. 508, S.I.U. of Canada, payable to Harvey McKinnon in the amount of \$342.90.

- O-221 Photocopy of "Findings and Recommendations of an Elected Trial Committee Elected at the Headquarters Regular Meeting of June 30, 1961", extracted from O-174 (a); charges against John J. Wood.
- O-222 Schedule of expenses for L. J. McLaughlin for the years 1959, 1960, 1961.
- O-223 Photocopies of S.I.U. statements of "Total Assets" and "Income and Disbursements" as of October 15, 1962.
- O-224 Photocopy of a schedule headed "The amount of \$6,610.90 should have been shown on the September 30, 1962 financial"; photocopies of financial statements "Total Assets" and "Income and Disbursements" as of September 30, 1962.
- O-225 Photocopies of letter dated July 26, 1961, to Mr. Hal C. Banks from the president of Local 1842 (Toronto) of I.L.A.; receipt by the president dated August 3, 1961 for \$1,000.00; letter dated August 9, 1961, from the president to Mr. Hal C. Banks.
- O-226 Photocopy of a statement headed "Advanced by G. Gauthier to M.E.B.A. for organizing purposes."
- O-227 Letter dated December 17, 1962, to the Honourable Mr. Justice T. G. Norris from Hazen Hansard, Q.C., with attached copy of telegram (night letter) dated December 17, 1962.
- O-228 (a) Letter dated December 21, 1962, from Maurice Wright to Charles L. Dubin, Esq., Q.C., with attached schedule of litigation.
(b) Letter dated April 10, 1963, from Joseph Nuss to the Secretary with summaries of actions concerning N.A.M.E. and with copies of three of the judgments.
- O-229 Letter dated July 19, 1961, to Mr. John J. Wood from Gil Gauthier with attached copy of findings of a trial committee elected June 30, 1961; letter dated July 4, 1961 to Mr. John J. Wood from trial committee (six signatures) with attached statement of "Charges against Brother John Joseph Wood, LD-591"; C.L.R. Bd., summons to John J. Wood dated June 8, 1961.
- O-230 Report of Executive Council to the Fourth Constitutional Convention of the Canadian Labour Congress, Vancouver, B.C., April, 1962.
- O-231 File of papers entitled "Hal C. Banks—Advance 1959".
- O-232 File of papers entitled "Hal C. Banks—Advance 1960".
- O-233 File of papers entitled "Hal C. Banks—Advance 1961".
- O-234 File of papers entitled "Hal C. Banks Expense Advance 1962".
- O-235 Series of paid bills from La Concha Hotel, Puerto Rico, in the name of "Banks, B M/M" and "Banks, H. M/M", March 22, 1960, to June 24, 1960.

- O-236 (a) Statement dated March 7, 1962 accounting for an advance of \$500.00 made February 26, 1962 with attached receipted hotel bill for \$66.78. (Extracted from Exhibit O-234).
- (b) T.C.A. transportation receipt for air ticket Montreal to New York and return for Hal C. Banks, dated February 28, 1962.
- (c) T.C.A. transportation receipt for air ticket Montreal to New York and return for Miss Charlebois, dated February 28, 1962.
- O-237 Series of T.C.A. transportation receipts for tickets in the names of H. A. Banks, Martha Monroe, J. Charlebois, G. Charlebois, H. C. Banks.
- O-238 File of cancelled cheques entitled "—1958— Jack Casper—1958".
- O-239 Receipted hotel bills in the name of Hal Banks, Americana Hotel, Bal Harbour, Florida, November 30 to December 14, 1961.
- O-240 Photocopy of both sides of an earnings record card for Michael Sheehan, 1952.
- O-241 Minutes of two Headquarters special meetings of S.I.U. of Canada, June 11, 1962 and September 10, 1962, respectively.
- O-242 Loose-leaf book described as containing "Operating Legislation" of the S.I.U. of Canada.
- O-243 Report of elected negotiating committee S.I.U.N.A. "Changes for the Proposed 1960 Agreement".
- O-244 Booklet: "Constitution of the Maritime Trades Department A.F.L.-C.I.O."
- O-245 M.T.D. Charter for Toronto and Georgian Bay Council, dated December 1, 1960.
- O-246 Minutes of S.I.U. of Canada Executive Board Meeting Friday, July 6, 1962.
- O-247 Order dated February 1, 1962 transferring to the National Labour Relations Board case No. 18-CC-108 between Great Lakes district of S.I.U.N.A. and S.I.U.N.A., and Upper Lakes Shipping Ltd.
- O-248 Photocopy of a circular letter dated April 11, 1962 to all local unions, Great Lakes District, I.L.A., A.F.L.-C.I.O. from Patrick J. Sullivan on the letterhead of Great Lakes District International Longshoremen's Association.
- O-249 S.I.U. long distance telephone record slip dated April 4, extracted from Exhibit T-112C (a).
- O-250 S.I.U. long distance telephone record slip dated June 6, 1962, extracted from Exhibit T-112C (e).
- O-251 Statement of opening and closing dates of Seaway canals, 1959 to 1962.

- O-252 List of dates on which various companies and the S.I.U. signed agreements effective June 1st, 1962.
- O-253 S.I.U. long distance telephone record slip dated May 24, at 12:15, extracted from Exhibit T-112C (b).
- O-254 S.I.U. long distance telephone record slip dated April 10, extracted from Exhibit T-112C (a).
- O-255 Letter dated January 9, 1963 to S.I.U. of Canada from G. Baudet, National Harbours Board, with list of vessels of Upper Lakes and Island Shipping which called at Montreal in 1961.
- O-256 Minutes of S.I.U. of Canada Executive Board Meetings: June 8, June 21, August 22, November 14, November 15, 1961, and May 3, May 10, May 16, May 25, October 12, 1962.
- O-257 (a) Proceedings of Agents' Conference, Montreal, December 14-16, 1959.
(b) S.I.U.N.A., Canadian District, Port Agents' Conference, November 21, 1960.
- O-258 (a) C.L.R.B. transcript of proceedings in applications for certification, September 30, 1959.
(b) *Canadian Sailor* issue of September 18, 1959, extracted from Exhibit M-42.
- O-259 (a) C.L.R.B. transcript of proceedings in applications for certification October 14, 1959.
(b) *Canadian Sailor* issue of November 16, 1959, extracted from Exhibit M-42.
- O-260 *Canadian Sailor*, issue of November 16, 1960, extracted from Exhibit M-42.
- O-261 List of disbursements by M.E.B.A. paid for by the S.I.U.; list of salaries of employees of M.E.B.A.; photo copies of financial report of M.E.B.A.; ledger identified as recording the spending of money advanced to M.E.B.A.
- O-262 *Red Sails on the Great Lakes*, by Pat Sullivan, published by the MacMillan Company of Canada, Toronto, 1955.
- O-263 Photocopy of decision of the Court of Canadian Citizenship, April 10, 1958 on petition by Harold Chamberlain Banks.
- O-263A Photocopy of Application for Citizenship by Hal. Chamberlain Banks May 6, 1957, with photocopy of Decision of the Court of Canadian Citizenship April 10, 1958.
- O-264 Membership card, S.I.U.N.A., Canadian District, in the name of Lucien Debaene D-331.

- O-265 Statement, S.I.U.N.A., Canadian District, dated Jan. 18, 1950, headed "Do Not Destroy Bulletin No. 10, Do Not Ship List".
- O-266 Pages 2 to 44 of "Bulletin No. 11" dated March 9, 1950, being a list of names with comments.
- O-267 Statement, S.I.U.N.A., Canadian District, dated April 21, 1950, headed, "Do not destroy Bulletin No. 11".
- O-268 Statement, S.I.U.N.A., Canadian District, dated May 3, 1960, headed "Do not destroy Bulletin No. 11".
- O-269 Statement headed "This bulletin supersedes—Destroy all others. Seafarers' International Union of North America, Canadian District, Bulletin No. 12, Montreal, August 28, 1950. Do Not Ship".
- O-270 Statement, S.I.U.N.A., Canadian District, dated November 30, 1950, headed "Do Not Destroy Bulletin No. 12".
- O-271 Statement, S.I.U.N.A., Canadian District, dated December 7, 1950, headed "Do not Destroy Bulletin No. 12".
- O-272 Statement, S.I.U.N.A., Canadian District, dated January 4, 1961 headed "Do Not Destroy Bulletin No. 12".
- O-273 (For Identification) Carbon copy of letter dated July 19, 1951, from Hal C. Banks to Messrs. Smallwood, Todd, Deeley, McLeod. (Not admitted in evidence.)
- O-274 (For Identification) Carbon copy of letter dated August 2, 1951, from Hal C. Banks to Messrs. Smallwood, Todd, Deeley, McLeod. (Not admitted in evidence.)
- O-275 (For Identification) Carbon copy of letter dated August 8, 1951, from Hal C. Banks headed "Special Bulletin No. 97". (Not admitted in evidence.)
- O-276 (For Identification) Carbon copy of letter dated April 2, 1952, from Hal C. Banks headed "Special Bulletin No. 160". (Not admitted in evidence.)
- O-277 List dated January 23, 1952, headed "Circular Letter No. 1, to all Masters and Chief Engineers, Confidential, Do Not Ship".
- O-278 Six paid cheque of the S.I.U.N.A., Canadian District and the S.I.U. of Canada, payable to the Salvation Army dated respectively May 6, 1959, June 2, 1960, June 20, 1961, May 2, 1962, August 10, 1959, and November 24, 1959.
- O-279 Minutes of headquarters meeting, S.I.U. of Canada, December 12, 1962.
- O-280 (a) Record book of minutes of meetings of Local 315A of Canadian Brotherhood of Railways and General Workers, September 22, 1960 to January 4, 1963.

- (b) Record book containing minutes of a meeting of Local 315A of Canadian Brotherhood of Railwaymen and General Workers, July 5, 1962.
- O-281 Paid personal cheque of Hal C. Banks dated January 10, 1963 in the amount of \$394.80 payable to the S.I.U. of Canada.
- O-282 (a) Statement of expenses for E. Robson, D. N. Secord and W. J. Smith for the years 1959, 1960, 1961 and 1962.
 - (b) Supporting vouchers for E. Robson.
 - (c) Supporting vouchers for D. N. Secord.
 - (d) Supporting vouchers for W. J. Smith.
- O-283 Statement beginning "Delegate Bosun. Elefferin Vouyioukas, deck crew"; carbon copy of a letter dated July 14, 1961, to Mr. E. Vougioukas from Elroy Robson; attached slip with notation beginning "Send Wheat King membership cards to A. Bourlakis. . ."
- O-284 Minutes of Meetings of National Executive Board of C.B.R.T. from February 8, 1961 to November 28, 1962.
- O-285 Audit Report for Local 315 of C.B.R.T. for six months ending June 30, 1962.
- O-286 *Seamen's Voice* Volume 1, No. 1, October, 1959. Published by C.B.R.T.
- O-287 Report of Proceedings C.L.C. First Convention, April 23-27, 1956.
- O-288 Report of Proceedings C.L.C. Second Convention, April 21-25, 1958.
- O-289 Third Constitutional Convention of C.L.C., April 25-29, 1960.
- O-290 File of financial statements of Local 315 of C.B.R.T.
- O-291 C.B.R.T. maritime locals and numbers of members, per D. N. Secord, November, 1962.
- O-292 Photo copies of minutes of National Board of Trustees, C.B.R.T., meetings June 22-24, 1959, June 22-24, 1960, June 19-21, 1961, June 18-20, 1962.
- O-293 Estimate of geographical location of S.I.U. membership.
- O-294 Payroll sheets for John McGough and J. M. Sterling.
- O-295 Minute books (two) of Local 212, C.B.R.T.
- O-296 Minute book of Local 320 C.B.R.T.
- O-297 Minute book of Local 320-B C.B.R.T.
- O-298 Minute book of Local 324, C.B.R.T.
- O-299 Minute book of Local 322, C.B.R.T.
- O-300 Minute book and three files of Local 323, C.B.R.T.

- O-301 Letter dated November 22, 1957, to Mr. Elroy Robson from J. MacKenzie, Director of Organization, C.L.C.
- O-302 Letter dated January 10, 1958, to Mr. W. J. Smith from Claude Jodoin; carbon copy of letter dated January 16, 1958, to Mr. Claude Jodoin from W. J. Smith.
- O-303 Copy of letter dated January 12, 1959, to Mr. Harold C. Banks from William Dodge.
- O-304 Letter dated November 5, 1959, to Mr. W. J. Smith from Claude Jodoin, with attached photocopy of letter dated February 26.
- O-305 Copy of letter dated April 24, 1959, to Mr. Claude Jodoin from N. G. Cunningham; letter dated May 13, 1959, to Mr. W. J. Smith from William Dodge; carbon copy of letter dated May 19, 1959, to Mr. William Dodge from Wm. J. Smith.
- O-306 (a) Letter dated October 30, 1962, to Mr. W. J. Smith from I. M. MacKeigan; carbon copy of letter dated November 8, 1962, to Mr. I. M. MacKeigan, Q.C. from D. N. Secord; photocopies of additional correspondence relating to William Marson.
(b) "Local Dues Report" dated November 15, 1962.
- O-307 Letter dated July 27, 1961, to Mr. Elroy Robson from Claude Jodoin, with copy of letter dated July 21, 1961, to Mr. Jim Scott from Claude Jodoin, with photocopy of letter dated July 23, 1961, to Mr. Claude Jodoin from J. Scott, General Secretary, National Union of Seamen.
- O-308 Memo dated September 19, 1961 (unsigned), to Elroy Robson from Claude Jodoin, with copies of telegrams dated September 19, 1961, to Mr. George Meany, President, AFL-CIO, and to Mr. W. F. Schnitzler, Secretary-Treasurer, AFL-CIO.
- O-309 Resolution identified as that presented for consideration at various C.B.R.T. locals expressing disapproval of S.I.U. actions.
- O-310 Photocopy of Minutes of National Executive Board, C.B.R.T., November 26, 27, 28, 1962.
- O-311 Photocopy of credential certificate for 25th regular convention of C.B.R.T. for delegate R. E. Ryan and alternate Harold Marryatt, and of a copy of a letter dated July 12, 1961, to Mr. E. L. Surette from D. N. Secord.
- O-312 Letter dated January 11, 1963, to the Hon. T. G. Norris from Andre C. Bedard, President, Federation of the St. Lawrence River Pilots, with translation of unsigned press release, headed "A Group of Pilots Protest Against the Attitude of Marc Lalonde".
- O-313 Letter dated July 18, 1962, to Mr. Harold Banks from Frank C. Sibley, and letter dated July 24, 1962 to Mr. Harold Banks from Robert L. Coopes.

- O-314 Photo copy of a petition beginning "We the undersigned members of the Seafarers' International Union of North America . . ." and bearing a number of signatures.
- O-315 Photo copy of a card in the name of Jacques Lamothe, Chief Cook.
- O-316 Photo copy of a card in the name of Jean-Paul Leclerc, L-59 and LD-1348, oiler and 4th engineer.
- O-317 Judgment of the Hon. Mr. Justice H. A. Maclean, Supreme Court of British Columbia, December 30, 1960, in action B1398/60 Erich Boldt v Heinekey et al and the S.I.U.N.A., Canadian District, giving damages to the plaintiff for \$2,500.00.
- O-318 Photocopies of cards in the names of Robert Austin No. 23469, Rudy Betok B-275, John Lambe No. 394, Robert L'Heureux L-179, William Nobes No. 22019.
- O-319
 - (a) Minutes of Licensed Division Meetings for the month of January 1962.
 - (b) Minutes of Licensed Division Meetings for the month of February 1962.
 - (c) Minutes of Licensed Division Meetings for the month of March 1962.
 - (d) Minutes of Licensed Division Held During the Summer of 1962.
- O-320 Copies of ten telegrams dated May 24, 1961 to January 16, 1962, from Gauthier, Southern, McCuaig.
- O-321 S.I.U. long distance telephone record slip dated June 6, 11.42-11.45, extracted from Exhibit T-112C (e).
- O-322 Photocopies of two cards in the name of Ralph Bray, Oiler, B-572.
- O-323 Photocopy of card in the name of Rudolph Meyers, No. 1132.
- O-324 Photocopy of a card in the name of Leo. Gagnon, captain.
- O-325 Copy of letter dated March 16, 1962, to Paul Gagne from Don Swait, with copy to Ray Doucet.
- O-326 Minutes of conference on maritime unity on the Great Lakes, February 5 and 6, 1962.
- O-327 Photocopy of "meeting re. the Canadian Maritime union held in King Edward Hotel, Friday, March 9, 1962."
- O-328 Clipping from *The Globe and Mail* issue of June 16, 1961.
- O-329 Copy of a letter (no addressee given) dated April 14, 1961, from Hal C. Banks, identified as being a copy of a letter received by John J. Wood and one received by G. Gauthier, concerning the dues standing of union officials.

- O-330 Statutory declaration by Leonard J. McLaughlin, dated Ottawa, February 1, 1962, with accompanying "Exhibits" number 1 to number 24.
- O-331 Minutes of Headquarters Meeting of S.I.U. of Canada, January 9, 1963.
- O-332 Minutes of outport meetings of S.I.U. of Canada: Vancouver, April 30, 1962; Thorold, April 18, 1962; Quebec, April 18, 1962; Halifax, April 18, 1962; Fort William, April 25, 1962; Halifax, May 4, 1962; Thorold, May 2, 1962; Owen Sound, May 16, 1962; Toronto, May 2, 1962.
- O-333 Vouchers contained in an envelope marked "Paul Gagne Expenses \$557.51".
- O-334 Letter dated February 1, 1963, to the Honourable Mr. Justice T. G. Norris from Charles C. Locke; copy of letter dated January 31, 1963, to Mr. Charles C. Locke, Q.C., from D. S. Greig, Manager, Radio Station C-FUN Ltd.; attachment entitled "Apology"; Press Release (not dated) on letterhead of S.I.U.N.A. Canadian District Headquarters.
- O-335 Certified copy of a letter to the Editor, Owen Sound *Sun-Times* from J. M. Watson, published August 11, 1954.
- O-336 Photocopy of one page of "Captain's Log" for Blanche Hindman, Trip 10, July 3 to 7, 1962.
- O-337 Photocopy of document headed "Stated to be Radio Log of Blanche Hindman June-July/62."
- O-338 Photocopy of letter dated February 13, 1962, to Mr. Howard Hindman from Gil Gauthier; photocopy of copy of letter dated February 15, 1962, to Mr. Gil Gauthier from Howard Hindman.
- O-339 Two S.I.U. long distance telephone record slips dated May 31 and June 26, extracted from Exhibit T-112C.
- O-340 Copies of reports from Harry Cahill dated July 3, 5, 6, 9, 11, 12, 14, 1962, also copy of letter dated July 3, 1962, from Harry Cahill to Mr. L. J. McLaughlin; copy of letter dated July 6, 1962, to Mr. L. J. McLaughlin from Charlie Timlock, headed "Report for week"; copy of letter dated June 21, 1962, to Mr. L. J. McLaughlin from Charlie Timlock.
- O-341 Copy of record card in the name of Leo Gagnon, Captain.
- O-342 Copy of record card in the name of Jean Verreault, First Mate, with photocopy of a similar card with the same information.
- O-343 Copy of letter dated February 23, 1959, to Mr. Ira C. McEwen from Hal C. Banks, signed by both Hal C. Banks and I. A. McEwen. (Indemnity Agreement).

- O-344 Correspondence (letters and copies of letters) between C.L.C. and C.B.R.T. February 15, 1959 to July 14, 1959, also letter dated July 8, 1959, from R. Greaves, National President of N.A.M.E. to Mr. William J. Smith, all concerning absorption of N.A.M.E. by C.B.R.T.
- O-345 Letter dated January 24, 1963, to Mr. Ivan M. Timonin from D. T. Cochrane.
- O-346 Minutes of C.B.R.T. Local 323 and sub-local 323A meeting held June 20, 1962.
- O-347 Telegram dated June 29, 1962, addressed to Jack McGuire from Rod Duquette.
- O-348 Circular letter dated July 10, 1962, from Elroy Robson to "All Brotherhood Members, St. Lawrence Seaway Authority".
- O-349 Copy of letter dated July 11, 1962, to Messrs. George Brown, John McNamara and Omer Brunet from William Dodge.
- O-350 Letter dated June 29, 1962, to Mr. F. D. Nicholl from R. J. Rankin; copy of letter dated June 29, 1962, to Mr. R. J. Rankin from F. D. Nicholl.
- O-351 Copy of C.L.R.B. decision dated November 7, 1961 concerning M.E.B.A. of Canada, N.A.M.E. and others.
- O-352 Collective agreement between Colonial Steamships Limited, Misener Holdings Limited and National Association of Marine Engineers of Canada, Inc., (East Coast), September 16, 1958.
- O-353 Photocopy of copy of a letter dated October 13, 1960, to Mr. John Patterson from R. G. Greaves.
- O-354 Photocopy of letter dated April 7, 1959 to Mr. R. Scott Misener from Hal C. Banks; photocopy of letter dated April 10, 1959 to Mr. Bernard Wilson from J. E. F. Misener.
- O-355 (a) Copy of telegram, dated November 8, 1960 to Captain Scott Misener from Michael Starr.
(b) Copy of telegram, dated November 9, 1960 to Michael Starr from R. Scott Misener.
- O-356 Photocopy of telegram dated November 9, 1960 to Honourable Leon Balcer from John Paterson.
- O-357 Photocopy of letter dated November 9, 1960 to Honourable Michael Starr from I. C. McEwen.
- O-358 *Great Lakes Red Book*, 1961 and 1962 editions, published by The Penton Publishing Co., Cleveland, O.

- O-359 Photocopy of letter dated July 4, 1949, to Mr. Arthur McNamara from I. C. McEwen, with Photocopy of enclosed circular letter dated June 29, 1949, from Russell Smith, Secretary, A.F.L. Detroit Port Council.
- O-360 Letter dated September 26, 1960, to Mr. John N. Paterson from Hal C. Banks (notice of strike).
- O-361 Photocopy of telegram dated September 29, 1960, to the Honourable Michael Starr, from John N. Paterson, President, Association of Lake Carriers.
- O-362 Photocopy of telegram dated September 29, 1960, to the Right Honourable J. Diefenbaker from J. N. Paterson, President, Association of Lake Carriers.
- O-363 Photocopy of letter dated November 14, 1960, to Mr. Bernard Wilson from John N. Paterson.
- O-364 Letter dated February 12, 1962, to Mr. John N. Paterson from Hal C. Banks (Indemnification).
- O-365 Photocopy of letter dated February 22, 1961, to the Honourable Michael Starr, from John J. Mahoney.
- O-366 Extracts from ship's log M.S. Perseverance Bay.
- O-367 Photocopy of letter dated December 2, 1958 to McLean Kennedy Ltd., from Hal C. Banks.
- O-368 Photocopy of letter dated December 3, 1958 to S.I.U.N.A. from McLean Kennedy Ltd.
- O-369 Photocopy of letter to Messrs. McLean Kennedy Ltd. from D. R. Townsend.
- O-370 Photocopy of letter dated December 11, 1958 to Mr. W. R. Eakin Jr., McLean Kennedy Ltd., from F. Dunwell, N. D. Paterson & Sons Ltd.
- O-371 I.T.F. Resolution concerning flags of convenience: (a) Resolution of a Joint Conference of the dockers and seafarers section of the International Transport Workers Federation in London, England, on January 22, 1959; (b) Photocopy of page 209 of I.T.F. Journal, September, 1962.
- O-372 Galley proof (galleys 1 to 117) Proceedings of Fourth Constitutional Convention of C.L.C., August 1962.
- O-372A Proceedings, Fourth Constitutional Convention of the Canadian Labour Congress, Vancouver, B.C., April 9-13, 1962.
- O-373 Letter dated February 8, 1963 to the Honourable Mr. Justice T. G. Norris from W. P. Telford, with data supplied by Hindman Transportation Co. Ltd.

- O-374 Statement dated February 11, 1963, from B. L. Boulanger, with photocopies of drugstore accounts.
- O-375 Statement dated February 11, 1963 from B. L. Boulanger, with photocopies of a statement for \$61.20 due to S.I.U. from Welfare Plan and photocopy of evidence of a cheque drawn in payment.
- O-376 Statement dated February 11, 1963, from B. L. Boulanger, covering contributions to the Welfare Plan of 1,500,578 man-days for members of S.I.U., and 108,716 man-days for members of C.M.S.G.
- O-377 Statement dated February 11, 1963, from B. L. Boulanger listing trustees of Welfare Plan.
- O-378 Statement dated February 11, 1963, from B. L. Boulanger listing companies contributing to Welfare Plan.
- O-379 Statement dated February 11, 1963, from B. L. Boulanger listing benefits paid to members of C.M.S.G.
- O-380 Photocopy of letter dated February 9, 1962, to The Hon. Michael Starr from J. D. Leitch.
- O-381 Photocopy of application for leave to prosecute Raymond Doucet and Gilbert Gauthier, August 4, 1961, and of renewed application dated November 7, 1961, with replies, and letter dated December 7, 1961, to Messrs. Hyde & Ahern from Bernard Wilson.
- O-382 Letter dated June 13, 1961 to Mr. Hal C. Banks from J. D. Leitch.
- O-383
 - (a) Two receipts, July 11, 1961, \$500.00 and August 4, 1961, \$1,500.00, received from Upper Lakes Shipping by Mike Sheehan;
 - (b) Vouchers submitted by Sheehan as part of his accounting for above advances;
 - (c) Statement "Expenses for the Organizing of the Northern Venture".
- O-384 Samples of S.I.U. membership cards and books;
 - (a) Licensed Division, 1958 to date;
 - (b) Probationary card, 1958 to date;
 - (c) Membership "book" (a card), 1958 to date;
 - (d) Delegate's "book" (a card), 1958 to date;
 - (e) "Permit" card, 1948 to 1958;
 - (f) Book, 1948 to 1958.
- O-385 Letter dated April 5, 1962, to S.I.U.N.A. (Canadian District) from Dudley H. Kerr, on letterhead of Upper Lakes Shipping Ltd. (Resignation as trustee of Welfare Plan).
- O-386 Letters from T. J. Houtman to S.I.U. asking that named persons be not placed on vessels of Upper Lakes Shipping Limited: letters dated October 16, 1956 with enclosure, July 16, 1957 with enclosure, June 22, 1959, September 8, 1959 and June 7, 1960.

- O-387 Statement headed "CLC Organization Fund, Canadian Maritime Union—September 18, 1961 to January 31, 1963".
- O-388 Letter dated December 12, 1958 to Mr. Harold C. Banks from William Dodge, referring to I.T.W. boycott against flags of convenience; copy of telegram dated November 28, 1958 to Claude Jodoin from George Home, B.C. Federation of Labour, and copy of telegram dated December 1, 1958, to George Home from William Dodge.
- O-389 Carbon copy of letter dated July 4, 1956, to Mr. Claude Jodoin from W. J. Smith C.B.R.E. & O.T.W.; complaint that S.I.U. raided re the Bluenose.
- O-390 Letter dated February 18, 1963, to Secretary from J. A. Geller, advising that Upper Lakes Shipping Ltd. acquired control of Trans-Lake Shipping Ltd. on March 27, 1961.
- O-391 Letter dated September 14, 1961, to Mr. Jack Leitch from Leonard J. McLaughlin; copy of letter dated September 19, 1961, to Leonard J. McLaughlin from J. D. Leitch; letter dated September 21 to Mr. Jack Leitch from Mr. Leonard J. McLaughlin.
- O-392 Letter dated March 1, 1963, to C. L. Dubin, Esq., Q.C., Commission Counsel, from John J. Mahoney.
- O-393 Letter dated February 29, 1963, to the Honourable Mr. Justice T. G. Norris from Joseph Nuss, with attachments.
- O-394 Proceedings at First Biennial convention of Canadian Maritime Union, February 9 and 10, 1963.
- O-395 Photocopy of "Agreement and List of Crew", Northern Venture, July 14, 1961.
- O-396 Photocopy of four press clippings including one headed "Boycott of U.S. Ships threatened", identified as being dated August 16, 1961.
- O-397 Copy of judgment the Hon. Mr. Justice Dorion, Superior Court of Quebec, January 23, 1962, *William O'Brien v Charles F. J. Finch*.
- O-398 [See Exhibit O-412]
- O-399 Letter dated October 2, 1961 from A. E. Hills to Mr. W. J. Smith, and copy of letter dated October 6, 1961, from W. J. Smith to Mr. A. E. Hills, concerning a meeting of Local 212, of C.B.R.T. held to discuss possible boycotting of U.S. shipping.
- O-400 Photocopy of letter dated August 24, 1961 from C. T. Timlock to Mr. P. P. Ellis, Northern Division Superintendent, S.L.S.A.; resignation.
- O-401 Copy of letter dated February 25, 1963, to M. Bernard L. Boulanger from Jean-Pierre Beaulne, with Post Office registration receipt, and

letter dated February 26, 1963 to M. Jean-Pierre Beaulne from Bernard L. Boulanger, concerning the minute books of Canadian Seafarers, Welfare Plan.

- O-402 Photostatic copy of clipping from *Montreal Star*, December 20, 1962, headed: "SIU Loans Disclosed at Inquiry" and with a second heading, "Welfare Chief Denies Discrepancy in Salary".
- O-403 Hotel bill from Hotel Fontainebleau, Miami Beach, Florida, to Hal C. Banks for March 18 to 22, 1960.
- O-404 Copy of letter dated May 11, 1961, from L. J. McLaughlin to Delegate on S.S. Brookdale re stewards' manning and wages.
- O-405 Copy of letter dated January 31, 1962, to Mr. John Paterson from Hal C. Banks, and a letter dated February 8, 1962, to Mr. Hal C. Banks from John M. Paterson, concerning a contract for licensed engineers, and an undertaking concerning any legal action and an assurance of co-operation.
- O-406 Collective agreement between Redwood Enterprises Limited and Winona Steamships Co. Limited and S.I.U.N.A. Canadian District, Licensed Division, October 4, 1960.
- O-407 Letter dated October 19, 1962, "To whom it may concern", from Clarkson, Gordon & Co. certifying that H. C. Banks is not and never has been a shareholder in Reoch Steamship Co. Ltd. or of any other company owned or controlled by Norman J. Reoch.
- O-408 Photocopy of letter dated April 30, 1951, to Colonel K. R. Marshall, President, Canada Steamship Lines Ltd., from N. J. Reoch, tending resignation effective immediately.
- O-409 Letter dated August 16, 1951, to Capt. N. J. Reoch from H. A. Cresswell, Vice-President, Canada Steamship Lines, indicating that salary will terminate August 31.
- O-410 Letter dated October 16, 1961 to Canada Steamship Lines Limited from Hal C. Banks, notice of desire to review the contract and to re-open it for negotiating improvements in wages and conditions.
- O-411
 - (a) Photocopy of letter dated October 29, 1959, to Canada Steamship Lines Limited from John J. Wood; notice of desire to reopen the contract with S.I.U. licensed division, for negotiating improvements in wages and conditions.
 - (b) Collective agreement between C.S.L. and N.A.M.E. dated September 16, 1958.
- O-412 Certified copies of Notice of Appeal, Notice of Motion, Notice of Abandonment, and Order of The Hon. Mr. Justice Roach, July 8, 1959, *Hal C. Banks and Leonard J. McLaughlin and others v C.L.R.B., William Smith and Elroy Robson and others.*

- O-413 Schedule of letters, notes and telegrams received by S.I.U. from 118 Upper Lakes employees notifying the union of their intention to return to their jobs aboard Upper Lakes vessels in the spring of 1962, with original communications.
- O-414 Constitution and By-Laws of Christian Labour Association of Canada, May 7, 1960.
- O-415 S.I.U. paid cheques (16) in favour of Raymond Doucet and Paul Gagne, dated June 5 to July 24, 1959.
- O-416 Invoice from Dorval Hardware Ltd. to Mr. Hal C. Banks for \$85.62, June 11, 1959; personal cheque of Hal C. Banks to Dorval Hardware Ltd. for \$176.88, dated July 9, 1959; "City Delivery Ticket" from Westeel Products Limited to Al Banks June 9, 1959; personal cheque of Hal C. Banks to Westeel Products Limited for \$86.42, July 29, 1959.
- O-417 Construction contract dated January 13, 1959, between Canit Construction Quebec Limited and Mr. Hal C. Banks, with applications for payment and work orders.
- O-418 Record of advance of \$14,000 by Credit Foncier Franco-Canadien on April 3, 1959, identified as being a mortgage advance to H. C. Banks, with record of repayments to December 6, 1962.
- O-419 Petition to S.I.U.N.A. to remove Hal C. Banks: numerous pages bearing original signatures, and photocopies of additional pages bearing signatures.
- O-420
 - (a) Conviction of Harvey Lawrence McKinnon, February 6, 1963, on charge of besetting Lakehead Terminal & Northwestern Elevator Companies, May 23, 1962.
 - (b) Conviction of Earl MacDonald February 6, 1963, on charge of besetting National Grain Elevator Company, May 23, 1962.
 - (c) Transcript of trial of Harvey L. McKinnon in Fort William Magistrate's Court, February 6, 1963.
 - (d) Transcript of trial of Earl MacDonald in Fort William Magistrate's Court, December 12, 1962.
- O-421 Extract from the Minutes of the fifth meeting of the Executive Committee of C.L.C., December 10, 1962.
- O-422 Extract from the Minutes of the Third meeting of the Executive Council of the C.L.C., December 13, 1962.
- O-423 Telegram March 15, 1963 to Maurice Wright from P. Stuart.
- O-424 Ontario Labour Relations Board Reasons for Decision, November 13, 1961, application for certification; Trenton Construction Workers Association, Local No. 52, affiliated with the Christian Labour Association of Canada, applicant, and Tange Company Limited, respondent.

- O-425 *The Guide*, official organ of the Christian Labour Association of Canada, March 1963.
- O-426 Clipping from *The Globe and Mail*, Toronto, November 11, 1957, editorial "Mission Accomplished".
- O-427 Clipping from *The Globe and Mail*, Toronto, March 8, 1963, "Chartering of Foreign-Flag Ships Costly to Canada".
- O-428 House of Commons Debates, March 3, 1949.
- O-429 Clipping from *The Gazette*, Montreal, March 4, 1949, "Canada's Ships Can't Compete, Says Chevrier".
- O-430 Canadian Seafarers' Welfare Plan: Photocopies of documents for Leonard Winsor W-280 dated January 20, 1959, August 13, 1962, and August 22, 1962.
- O-431 Canadian Seafarers' Welfare Plan: Photocopies of documents for Real Mailhot dated July 27, 1961, April 18, 1962, and January 15, 1963.
- O-432 Canadian Seafarers' Welfare Plan: Photocopies of two documents for Donat Landry, one dated December 18, 1962, and the other "received Sept. 27, 1962".
- O-433 Statement of comparative cost to Canada Steamship Lines with respect to unlicensed personnel of the reduction in the nominal work week from 44 hours to 42 hours and to 40 from 1961 to 1963, and the increase in welfare payments in 1962.
- O-434 Statements submitted by Reoch Transports Limited and associated companies showing the effect of a reduction in the nominal work week from 44 hours to 42 hours and to 40 hours from 1961 to 1963, and the increase in welfare payments in 1962, on the amounts payable with respect to an Ordinary Seaman, a Wheelsman, and a Second Engineer.
- O-435 Photocopy of first page of a collective agreement between Reoch Transports Limited, The Reoch Steamship Company, Westdale Shipping, and the C.M.S.G. with a deletion initialed. The page is not dated.
- O-436 Letter dated April 3, 1963 from D. G. R. MacDonald to the Commissioner giving the names of officers of the Canadian Merchant Seamen-Veterans' Association, amount of initiation fee and monthly dues, and other information.
- O-436—Supplement:
Letter April 15, 1963, from D. G. R. Macdonald to Commissioner re convention and constitution of Canadian Merchant Seamen-Veterans' Association.
- O-437 Letter from M. R. Anderson, Vancouver, B.C. addressed only "Dear Sir," with envelope postmarked March 5, 1963, addressed to Mr. Bud Doucette Sec., c/o Can. Merchant Seamen Veterans Assoc., Post Office Box 311, Post Station F, Toronto 5, Ont.

- O-438 Copies of registered letters of September 19 and September 28, 1962, from Commissioner to Mr. Paul Hall; letter October 1, 1962, from Paul Hall to Commissioner; copy of letter October 8, 1962, from Commissioner to Mr. Paul Hall; copy of registered letter April 2, 1963, from Commissioner to Paul Hall, Esq., copy of registered letter April 9, 1963, from Commissioner to Joseph R. Nuss, Esq.
- O-439 Copy of registered letter September 19, 1962, from Commissioner to Mr. Edward N. Altman; letter September 26, 1962, from E. N. Altman to Commissioner; copies of registered letters October 2, 1962 and April 2, 1963, from Commissioner to Mr. Edward N. Altman; registered letter April 8, 1963, from E. N. Altman to Commissioner; copy of letter April 10, 1963, from Commissioner to E. N. Altman, Esq.
- O-440 Copies of registered letters September 19, and September 28, 1962, Commissioner to Captain William V. Bradley; letter September 27, 1962, from William V. Bradley to Commissioner; copy of registered letter October 2, 1962, from Commissioner to Capt. William V. Bradley; letter of October 9, 1962, from William V. Bradley to Commissioner; copies of registered letters October 15, 1962; and April 2, 1963, from Commissioner to Capt. William V. Bradley.
- O-441 Copies of letters March 14 and March 15, 1963, from Secretary to Joseph Nuss, Esq.; letter March 22, 1963, from Joseph Nuss to Secretary; copies of letters March 25 and April 3, 1963, from Secretary to Joseph R. Nuss, Esq.
- O-441—Supplement:
Letter April 16, 1963, from Michael J. Ogilvie to Secretary, advising that the S.I.U. will not file outstanding items ordered.
- O-442 Copy of letter April 2, 1963, from Secretary to J. A. Geller, Esq.; letter April 3, 1963, from J. A. Geller to Secretary; letter April 15, 1963, from J. A. Geller to Secretary, with copy of letter April 9, 1963, from Eugene C. Daly to John A. Geller, Esq.; copy of letter April 17, 1963, from Secretary to J. A. Geller, Esq.
- O-443 Letter April 17, 1963, from J. A. Geller to Commissioner, with a certified copy of a deposition taken from John Brzek at Milwaukee, Wisconsin on April 10, 1963.
- O-444 Letter April 2, 1963, from A. Van. Harris to Secretary re unclaimed vacation pay held by Canada Steamship Lines with summary of unclaimed wages from 1951 to 1962 held by C.S.L.
- O-445 Letter April 24, 1963, from A. Van. Harris to Commissioner with annual report of Canada Steamship Lines, Limited, 1962, and list of subsidiary companies.
- O-446 Chart showing subsidiaries of Upper Lakes Shipping Ltd., and the shore installations owned by each, with letter of transmittal April 25, 1963 from J. A. Geller to Commissioner.

- O-447 Letter April 25, 1963, from Maurice W. Wright to Commissioner with three enclosures:
- (1) Book of S.I.U.N.A. Great Lakes District issued to Elmer N. Sheldon, designated "No. 11385 Lakes."
 - (2) Constitution of S.I.U.N.A.—Atlantic Gulf, Lakes, and Inland Waters District, as amended May 12, 1960, printed as a supplement to *Seafarers Log* January 25, 1963.
 - (3) Constitution and By-Laws of the Sailors' Union of the Pacific, adopted August 22, 1922, amended as of 1948.
- O-448 Letter April 19, 1963, from J. A. Geller to Commissioner with enclosed copies of charges and amended charges against I.L.A. locals 101 and 418 filed by Continental Grain Company with N.L.R. Bd., April 12 and April 17, 1963, and with copies of supporting statements.
- O-449 Letter April 26, 1963, from J. A. Geller to Commissioner with enclosed copy of charge against S.I.U. and others filed by Continental Grain Company with N.L.R. Bd., April 22, 1963, and with copies of supporting statements.
- O-450 Letter May 2, 1963, from Maurice W. Wright to Commissioner with enclosed certified copy of the reasons for judgment of His Honour Judge Roche dated September 28, 1962, acquitting Edmond Gralewicz on charge discharging a firearm at Michael Sheehan.
- O-451 Letter May 2, 1963 from J. A. Geller to Commissioner, with copies of permanent injunction orders made on April 29, 1963, in Toronto actions 3179/62 and 3713/62 by the Hon. Mr. Justice Donnelly, *Upper Lakes Shipping v Hal C. Banks and others*.
- O-452 Constitution, National Maritime Union of America, December, 1960.
- O-453
- (a) Letter May 6, 1963, from J. A. Geller to Commissioner.
 - (b) Copy of letter May 6, 1963, from J. A. Geller to Mr. Bernard Wilson dealing with N.L.R.B. intention to apply for a restraining order or injunction.
 - (c) Copy of letter May 6, 1963, from J. A. Geller to Mr. Bernard Wilson enclosing photographs as described hereunder.
 - (d) Photograph: Two pickets in a car bearing an S.I.U. picket sign, protesting S. S. Gordon C. Leitch of Upper Lakes, Toledo, O., May 1, 1963.
 - (e) Photograph: Picket carrying an S.I.U. picket sign protesting S. S. Gordon C. Leitch of Upper Lakes, Toledo, O., May 1, 1963.
 - (f) Photocopy of a statement entitled "American Seamen Protest" handed out by pickets against the S.S. Gordon C. Leitch at Toledo, O., May 1, 1963.

- O-454 Letter May 3, 1963, from Marc Lalonde to Secretary describing the compilation of Exhibit O-172.
- O-455 (a) Letter May 7, 1963 from Maurice W. Wright to Commissioner concerning an item in *The Great Lakes Seafarer* for April, 1963.
(b) *The Great Lakes Seafarer* for April, 1963.
- O-456 Photograph taken at Toledo, O., April 19, 1963, showing three pickets with sign of S.I.U.-A.G.L.-I.W. protesting S.S. Gordon C. Leitch.
- O-457 Letter April 25, 1963, from J. A. Geller to Commissioner with photostatic copy of a photograph taken from *Milwaukee Journal* showing picket with S.I.U. sign, also copy of letter April 23, 1963, from Paul E. Flaherty to Mr. John A. Geller and copy of letter April 25, 1963, from J. A. Geller to Mr. Bernard Wilson.
- O-458 Letter May 13, 1963, from Maurice W. Wright to Commissioner with enclosed copy of letter August 3, 1962, from George Meany to Mr. Claude Jodoin and copy of letter August 9, 1962, from Claude Jodoin to Mr. George Meany; also copy of letter June 1, 1962, from Claude Jodoin to Mr. George Meany.
- O-459 Letter May 13, 1963, from J. A. Geller to Commissioner with copy of his letter of same date to Mr. Bernard Wilson, copy of N.L.R.B. petition for an injunction against the S.I.U. and Local 418 of the I.L.A. copy of Order to Show Cause, and copy of complaint by S.I.U. and Locals 101 and 418 of I.L.A. to Federal District Court in Chicago.
- O-460 Letter May 14, 1963, from J. A. Geller to Commissioner with copies of six photographs of picket boat taken at Milwaukee on May 11, 1963, relating to the picketing of the S.S. James Norris.
- O-461 Letter May 16, 1963, from J. A. Geller to Commissioner; affidavit of Don Servais with respect to the picketing of the S.S. Red Wing at Toledo on May 11, 1963; copy of letter May 16, 1963, from J. A. Geller to Mr. Bernard Wilson; two photographs of picket signs carried on cars.
- O-462 Copy of letter January 11, 1962, from Hall Corporation of Canada to Seafarers' International Union of Canada returning four executed copies of the agreement dated October 4, 1960, in respect of licensed personnel.
- O-463 Photographs (three) showing bullet marks on S.S. James Norris from shooting at Cleveland on the night of May 8-9, 1963.
- O-464 Collective agreement between National Sand & Material Company Limited and the Seafarers' International Union of Canada, Licensed Division, June 7, 1962.

- O-465 Collective agreement between Northwest Steamships Limited and the Seafarers' International Union of Canada, Licensed Division, June 7, 1962.
- O-466 Photograph: Two pickets holding sign of S.I.U.-G.L.D. naming S.S. Douglas Houghton and protesting "refusal" of Norris family to "Buy American". Toledo, May 15, 1963.
- O-467 Memorandum of Points and Authorities dated May 16, 1963, filed by N.L.R.B. with United States District Court at Chicago in action number 63 C 804.
- O-468 Letter May 26, 1963, from J. A. Geller to Commissioner; copy of letter May 26, 1963, from J. A. Geller to Mr. Bernard Wilson; photograph of car bearing S.I.U.-G.L.D. picket signs protesting re S.S. Gordon C. Leitch, Toledo, O., May 18, 1963.
- O-469 Schedule of vessels owned by Upper Lakes Shipping Ltd. and subsidiaries giving details of acquisition and registry, and with letter of transmittal May 27, 1963, from L. A. Kaake to Secretary.
- O-470 Letter May 29, 1963, from Maurice W. Wright to Commissioner with attached "Newsletter", not dated, addressed "To: All Mates".
- O-471 Letter May 30, 1963, from J. A. Geller to Commissioner, with copy of letter May 30, 1963, from J. A. Geller to Mr. Bernard Wilson, and with photograph of pickets carrying signs used to picket the M.V. Wheat King at Halifax May 19 to 21, 1963.
- O-472 Letter May 31, 1963, from J. A. Geller to Commissioner, with photograph of an S.I.U. picket sign on a post, taken at Toledo on May 26, 1963, being the sign used at that place and date to picket the S.S. Douglas Houghton.
- O-473 Letter June 3, 1963, from J. A. Geller to Commissioner with copy of letter June 3, 1963 from J. A. Geller to Mr. Bernard Wilson re John Brzek and with photograph of car with S.I.U. picket signs used in picketing the S.S. James Norris taken at Toledo, O., May 29, 1963.
- O-474 Letter June 4, 1963, from Maurice W. Wright to Commissioner with a pack of receipts issued by S.I.U.N.A., Canadian District, to M. Sheehan, various dates from 1949 to 1961 (one 1949 receipt "Pacific District").
- O-475 Letter March 15, 1963, from L. R. Peterson, Minister of Labour, Province of British Columbia, to the Commissioner.
- O-476 Photocopy of letter June 3, 1963, from G. Gauthier to Mr. Bernard Wilson with copy of an agreement dated May 9, 1963, between Quebec Paper Sales & Transportation Company, Limited and S.I.U. of Canada concerning the vacation pay article in two separate collective agreements between the said parties dated April 1, 1963, on behalf of the company's unlicensed and officer personnel, respectively.

EXHIBITS FILED AT TORONTO

- T-1 Letters Patent and Supplementary Letters Patent issued to Upper Lakes Shipping Ltd. 1940, 1947, 1951, 1959 and 1960.
- T-2 Collective agreements in force during the 1961-62 Season:
- (a) Association of Lake Carriers and Seafarers' International Union of North America, Canadian District (Unlicensed Personnel), October 4, 1960;
 - (b) Upper Lakes Shipping Ltd., and Canadian Maritime Union, April 5, 1962;
 - (c) Association of Lake Carriers and The National Association of Marine Engineers of Canada, Inc., October 28, 1960;
 - (d) Association of Lake Carriers and Canadian Merchant Service Guild, Inc. (Eastern Branch), October 6, 1960.
- T-2—Supplement:
- Collective agreement between Upper Lakes Shipping Ltd., and Canadian Maritime Union, September 29, 1962, amending agreement of April 5, 1962.
- T-3 Letters Patent and Supplementary Letters Patent issued to Trans-Lake Shipping Ltd. 1959 and 1961.
- T-4 Incorporating Documents of Island Shipping Limited:
- (a) Island Shipping Company Act, 1959 (Bermuda),
 - (b) Bye-Laws.
 - (c) Memorandum of Association.
 - (d) Certification of Deposit of Agreement.
- T-5 Memorandum of Association of Northern Shipping (Bahamas) Limited, April 4, 1960.
- T-6 Court proceedings in various jurisdictions, 1961 and 1962.
- T-6—Supplement:
- Certified copy of Notice of Motion dated April 24, 1962, between Upper Lakes Shipping Ltd., and Hal C. Banks and others, seeking a restraining order against picketing with endorsement of Fraser J. dated May 7, 1962, granting interim order.
- T-6A Letter from Seafarers' International Union of North America to Mr. Jack Leitch dated June 20, 1961; notice of desire to negotiate an agreement covering unlicensed crew and licensed engineers of Wheat King.
- T-7 Letter dated October 2, 1961 from Seafarers' International Union of North America to Upper Lakes Shipping Ltd., seeking contract revision.

- T-8 Photocopy of circular letter, not dated, to "S.I.U. Members of Lake Carriers Association Vessels" with attached photocopy of "Great Lakes Proposals Committee Report", November 6, 1961.
- T-9 Letter dated November 28, 1961, from Seafarers' International Union of Canada to Mr. J. D. Leitch, President, Upper Lakes Shipping Ltd., concerning "General Lakes Proposals Committee Report".
- T-10 *Canadian Sailor* of July 6, 1959 ("National Shipping Rules", p. 10).
- T-11 Photostatic Copy of Letter dated March 27, 1962, Department of Labour, Ottawa, to Mr. McLaughlin and of Report of Conciliation Board enclosed; dispute between Seafarers International Union of Canada and Upper Lakes Shipping Limited, and others, March 26, 1962.
- T-12 St. Lawrence Seaway Authority Act with amendments to March 23, 1962.
- T-13 Collective agreement between St. Lawrence Seaway Authority and Brotherhood of Railway, Transport and General Workers, April 11, 1961.
- T-14 Copy of report, findings and recommendations of Board of Conciliation and Investigation, dispute between Seafarers' International Union of Canada and Upper Lakes Shipping Ltd., and others, March 26, 1962.
- T-15 Constitution of Canadian Labour Congress, revised April, 1960.
- T-16 Constitution of Canadian Brotherhood of Railway, Transport and General Workers, as amended September 4-9, 1961.
- T-17 Collective agreement between St. Lawrence Seaway Authority and Canadian Brotherhood of Railway, Transport and General Workers, April 11, 1961.
- T-18 Collective agreement between Island Shipping Limited and Canadian Brotherhood of Railway, Transport and General Workers re Northern Venture, July 11, 1961.
- T-19 Collective agreement between Island Shipping Limited and the Canadian Brotherhood of Railway Transport and General Workers re Wheat King, September 29, 1961.
- T-20 Certification by Canadian Labour Relations Board to Canadian Brotherhood of Railway, Transport and General Workers re St. Lawrence Seaway Authority, July 8, 1959.
- T-21 Certification of Canada Labour Relations Board to Canadian Brotherhood of Railway Transport and General Workers re Island Shipping Limited, September 29, 1961.
- T-22 Constitution of Canadian Maritime Union.

- T-23 Certification by the Canada Labour Relations Board to Canadian Maritime Union re Trans-Lake Shipping Ltd., December 19, 1961.
- T-24 Certifications by Canada Labour Relations Board to Canadian Maritime Union re Canadian Pacific Railway Co., Great Lakes Steamship Service, December 19, 1961, and June 28, 1962.
- T-25 Collective agreement between Trans-Lake Shipping Ltd. and Canadian Maritime Union, July 1, 1961; replaced by collective agreement between Trans-Lake Shipping Ltd. and Canadian Maritime Union, signed copy, dated November 3, 1961.
- T-26 Collective agreement between Upper Lakes Shipping Ltd. and Canadian Maritime Union, April 5, 1962.
- T-27 Collective agreement between Canadian Pacific Railway Company, Great Lakes Steamship Service, and Canadian Maritime Union, August 3, 1962.
- T-28 Constitution of National Association of Marine Engineers of Canada Inc., August 27, 1926.
- T-29 Certifications of National Association of Marine Engineers by Canada Labour Relations Board for eleven shipping companies, 1950 to 1956.
- T-30 Collective agreement between Association of Lake Carriers and National Association of Marine Engineers, Oct. 28, 1960.
- T-31 Collective agreement between Trans-Lake Shipping Ltd. and National Association of Marine Engineers, May 14, 1962.
- T-32 Collective agreement between Island Shipping Limited and National Association of Marine Engineers, May 14, 1962.
- T-33 Collective agreement between Canadian Pacific Railway Company and National Association of Marine Engineers, October 26, 1953, with supplements 1956, 1959, and 1961, re Great Lakes Steamship Service.
- T-34 Collective agreement between Toronto Transit Commission and the National Association of Marine Engineers, March 24, 1961.
- T-35 Constitution of Canadian Merchant Service Guild, Eastern Branch, March, 1958.
- T-36 Certifications by Canada Labour Relations Board to Canadian Merchant Service Guild for 27 companies, 1955 to 1962.
- T-37 Collective agreement between "East Coast Canadian Shipowners" (18 companies) and Canadian Merchant Service Guild, effective October 1, 1960.
- T-38 Constitution of Seafarers' International Union of Canada, amended June, 1961.
- T-39 "Canadian Seafarers Welfare Plan", booklet dated July 5th, 1961.

- T-40 Collective agreement between Quebec Paper Sales & Transportation Company, Limited and the Seafarers' International Union of North America, Canadian District, September 16, 1958.
- T-40A Schedule, Seafarers' International Union of Canada, Unlicensed Agreements.
- T-41 Collective agreement between Davie Transportation Limited and the Seafarers' International Union of North America, Canadian District, September 16, 1958.
- T-42 Collective agreement between Guy Tombs Marine Services Limited and the Seafarers' International Union of North America, Canadian District, September 16, 1958.
- T-43 Collective agreement between Pyke Salvage & Navigation Company Limited and the Seafarers' International Union of North America, Canadian District, September 16, 1960.
- T-44 Collective agreement between Miron Company Limited, Oka Sand Division, and the Seafarers' International Union of North America, Canadian District, October 4, 1960.
- T-45 Collective agreement between The J. P. Porter Company Limited and the Seafarers' International Union of North America, Canadian District, effective December 15, 1960.
- T-46 Collective agreement between Lakehead Marine Service and Seafarers' International Union of North America, Canadian District, effective December 15, 1960.
- T-47 Collective agreement between Great Lakes Dredge & Dock Co. and the Seafarers' International Union of North America, Canadian District, effective December 15, 1960.
- T-48 Collective agreement between Russell Construction Limited and the Seafarers' International Union of North America, Canadian District, effective December 15, 1960.
- T-49 Collective agreement between Toronto Towing and Salvage Company Limited and the Seafarers' International Union of North America, Canadian District, effective December 15, 1960.
- T-50 Collective agreement between Canadian Dredge & Dock Co. Limited and the Seafarers' International Union of North America, Canadian District effective December 15, 1960.
- T-51 Collective agreement between McNamara Marine Limited and the Seafarers' International Union of North America, Canadian District, effective December 15, 1960.
- T-52 Collective agreement between Marine Industries Limited (Dredging Division) and the Seafarers' International Union of North America, Canadian District, effective December 15, 1960.

- T-53 Collective agreement between Harbour Development Limited and the Seafarers' International Union of North America, Canadian District, effective December 15, 1960.
- T-54 Collective agreement between Lake Erie Navigation Company, Limited and the Seafarers' International Union of North America, Canadian District, June 6, 1961.
- T-55 Collective agreement between Dunbar & Sullivan Dredging Company and the Seafarers' International Union of Canada, effective July 31, 1961.
- T-56 Collective agreement between Papachristidis Co. Ltd. and the Seafarers' International Union of Canada, April 4, 1962.
- T-57 Collective agreement between St. Charles Transportation Company, Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-58 Collective agreement between The Algoma Central and Hudson Bay Railway Company and the Seafarers' International Union of Canada, June 1, 1962.
- T-59 Collective agreement between The Owen Sound Transportation Co., Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-60 Collective agreement between The Valley Camp Coal Company of Canada Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-61 Collective agreement between Transit Tankers & Terminals Ltd. and Seafarers' International Union of Canada, June 1, 1962.
- T-62 Collective agreement between Winona Steamships Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-63 Collective agreement between Yankcanuck Steamships Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-64 Collective agreement between Scott Misener Steamships Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-65 Collective agreement between Northwest Steamships Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-66 Collective agreement between National Sand & Material Company Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-67 Collective agreement between Midlake Steamship Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-68 Collective agreement between Reoch Transports Limited, The Reoch Steamship Co. Ltd., and Westdale Shipping Limited and the Seafarers' International Union of Canada, June 1, 1962.

- T-69 Collective agreement between Redwood Enterprises Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-70 Collective agreement between Quebec and Ontario Transportation Co. Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-71 Collective agreement between K. A. Powell (Canada) Ltd. and the Seafarers' International Union of Canada, June 1, 1962.
- T-72 Collective agreement between N. M. Paterson & Sons Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-73 Collective agreement between Marathon Corporation of Canada Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-74 Collective agreement between Leadale Shipping Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-75 Collective agreement between Law Quarries Transportation Ltd. and the Seafarers' International Union of Canada, June 1, 1962.
- T-76 Collective agreement between The Lake Erie Navigation Co. Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-77 Collective agreement between Hindman Transportation Company Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-78 Collective agreement between Holden Sand & Gravel Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-79 Collective agreement between Hall Corporation of Canada and the Seafarers' International Union of Canada, June 1, 1962.
- T-80 Collective agreement between Eastern Lakecarriers Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-81 Collective agreement between Carryore Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-82 Collective agreement between Davie Shipbuilding Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-83 Collective agreement between Abitibi Power & Paper Company, Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-84 Collective agreement between Anticosti Shipping Company and the Seafarers' International Union of Canada, June 1, 1962.
- T-85 Collective agreement between Bayswater Shipping Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-86 Collective agreement between Beaconsfield Steamships Limited, Mohawk Navigation Company Limited, and the Seafarers' International Union of Canada, June 1, 1962.
- T-87 Collective agreement between Branch Lines Limited and the Seafarers' International Union of Canada, June 1, 1962.

- T-88 Collective agreement between Branch Lines Limited (Oil Tanker Division) and the Seafarers' International Union of Canada, June 1, 1962.
- T-89 Collective agreement between Cadwell Marine Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-90 Collective agreement between Canada Cement Transport Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-91 Collective agreement between Canada Steamship Lines Limited and the Seafarers' International Union of Canada, June 1, 1962.
- T-92 Collective agreement between United Dredging Ltd. and the Seafarers' International Union of North America, Canadian District, effective Dec. 15, 1960.
- T-93 Collective agreement between Westriver Ore Transports Limited and the Seafarers' International Union of Canada, (A.F. of L.-C.I.O.), June 12, 1961.
- T-94 Collective agreement between Westriver Ore Transports Limited and the Seafarers' International Union of Canada (A.F. of L.-C.I.O.), June 12, 1961.
- T-95 Collective agreement between Federal Commerce & Navigation Company Limited and the Seafarers' International Union of North America, Canadian District (A.F. of L.-C.I.O.), Jan. 12, 1960.
- T-96 Collective agreement between Federal Commerce & Navigation Company Limited and the Seafarers' International Union of North America, Canadian District (A.F. of L.-C.I.O.), January 12, 1960.
- T-97 Collective agreement between National Harbours Board (Montreal Harbour), Fleet Department, and the Seafarers' International Union of North America, Canadian District, April 21, 1961.
- T-98 Collective agreement between National Harbours Board (Montreal Harbour), Fleet Department, and the Seafarers' International Union of North America, Canadian District, April 21, 1961.
- T-98A Collective agreement between McAllister Towing Ltd., Sincennes-McNaughton Division, and the Seafarers' International Union of Canada, June 1, 1962.
- T-99 Certifications of Seafarers' International Union of North America, Canadian District, West Coast Seamen's Union (Canada), Seafarers' International Union of Canada (AFL-CIO), and Seafarers' International Union of Canada (AFL-CIO) (Licensed Division); Orders revoking four certifications of National Association of Marine Engineers of Canada, Inc.; accompanying schedule "Seafarers' International Union of Canada, Certifications".

- T-100 Letter dated April 7, 1959, from Seafarers' International Union of North America per Hal C. Banks, Secretary-Treasurer, to Mr. T. J. Houtman.
- T-101 Upper Lakes Shipping Ltd. "Digest" dated November 15, 1961.
- T-102 Copy of letter dated April 4, 1961, from Upper Lakes Shipping Ltd., to Mr. H. C. Banks, and copy of letter dated April 5, 1961, from H. C. Banks to Mr. Jack Leitch.
- T-103 Collective agreement between Upper Lakes and St. Lawrence Transportation Company Limited and the Canadian Seamen's Union, April 13, 1949.
- T-104 Collective agreements: (1) Upper Lakes and St. Lawrence Transportation Company Limited and Seafarers' International Union (A.F. of L.), April 6, 1951; (2) Upper Lakes and St. Lawrence Transportation Company Limited and Seafarers' International Union (A.F. of L.), March 15, 1952; (3) Upper Lakes and St. Lawrence Transportation Company Limited and Seafarers' International Union of North America, Canadian District (A.F. of L.), September 29, 1953; (4) Upper Lakes and St. Lawrence Transportation Company Limited et al and Seafarers' International Union of North America, Canadian District, June 12, 1956; (5) Upper Lakes and St. Lawrence Transportation Company Limited et al and Seafarers' International Union of North America, Canadian District, September 16, 1958; (6) Upper Lakes Shipping Ltd. et al and Seafarers' International Union of North America, Canadian District (Unlicensed Personnel), October 4, 1960.
- T-105 Collective agreements held by the Seafarers' International Union of Canada, Licensed Division; with schedule.
- T-106 Photograph of pickets with M.T.D. signs at C. & P. Docks, Cleveland, August 16, 1962.
- T-107 Extract "The Strange Conspiracy" from the *Canadian Sailor*, July 12, 1962.
- T-108 Pamphlet "The Strange Conspiracy".
- T-109 Photograph of the Seaway Queen, Cleveland, August 16, 1962.
- T-110 Photograph of picket vessel, Cleveland, August 16, 1962.
- T-111 Coloured photograph of Captain J. A. Bisette, June 17, 1962.
- T-112 Directory of National and International Labor Unions in the United States, 1961—Bulletin No. 1320, March 1962, U.S. Department of Labor.
- T-112A (a) List headed "Mailing List Booklet Conspiracy"; cities, numbers, dates.

- (b) List headed "Mailing List Booklet Conspiracy"; cities, numbers, dates, and recipients.
- T-112B Teletype messages to and from Seafarers' International Union, Montreal, four months ending August 27, 1962.
- T-112C
 - (a) Seafarers' International Union long distance telephone call record slips, Montreal, April 1962.
 - (b) Seafarers' International Union long distance telephone call record slips, Montreal, May, 1962.
 - (c) Seafarers' International Union long distance telephone call record slips, Montreal, June, 1962.
 - (d) Seafarers' International Union long distance telephone call record slips, Montreal, July, 1962.
 - (e) Seafarers' International Union long distance telephone call record slips, Montreal, March, 1962.
 - (f) Seafarers' International Union long distance telephone call record slips, Montreal, August, 1962.
- T-113 *The Great Lakes Seafarer*, August 1, 1962.
- T-114 Report of proceedings, Conference of the International Division, Maritime Trades Department, AFL-CIO, January 5, 1962.
- T-115 *Canadian Sailor*, July 12, 1962.
- T-116 Circular headed "Maritime Trades Department, Great Lakes Conference, Report on the Norris Grain Company and its Bermudian and Canadian Subsidiaries", dated April 6, 1962.
- T-117 Photograph of picket boat, pickets with S.I.U. signs, clipped from the *Milwaukee Journal*, May 3, 1962.
- T-118
 - (a) Photograph of witness (Hall) with picket holding I.L.A. sign naming S.S. Gordon C. Leitch. Duluth, August 16, 1962.
 - (b) Photograph of I.L.A. picket sign naming S.S. Frank A. Sherman. Duluth, August 16, 1962.
 - (c) Photograph of picket holding I.L.A. sign beside a table bearing a supply of pamphlets. Duluth, August 16, 1962.
- T-119 Pamphlet "The Strange Conspiracy".
- T-120 Circular or handbill headed "Put Yourself in this Picture".
- T-121 Photograph of picket with sign "Unfair to Unemployed Seamen", Silver Bay, April 20, 1962.
- T-122 Photograph of picket with sign "Unfair to Unemployed Seamen", Taconite Harbor, April 20, 1962.
- T-123 Circular headed "Maritime Trades Department, Great Lakes Conference, Report on the Norris Grain Company and its Bermudian and Canadian Subsidiaries", dated April 6, 1962.

- T-124 Photograph of Harvey McKinnon with M.E.B.A. picket sign, Fort William, May 14, 1962.
- T-125 Photograph of two men, one identified as Harvey McKinnon.
- T-126 (a) Photograph of picket in small boat MC4245BN holding sign "I.B.U. AFL-CIO Protests Upper Lakes Shipping Lockout of S.I.U. of Canada . . .", Toledo, May 16, 1962.
(b) Photograph of same picket in same boat, side view, holding same sign, Toledo, May 16, 1962.
- T-127 Certificate of the State of Michigan, Department of State, dated May 27, 1962, in respect of Registration of motor boat 4245BN issued in the name of the Seafarers' International Union of North America, Great Lakes District.
- T-128 (a) Photograph of Government Dock at #3 Warehouse, with man hosing the work area; Sarnia, June 28, 1962.
(b) Photograph of lift truck driven against oil drums. Sarnia, June 28, 1962.
(c) Photograph of lift truck driven against oil drums. Sarnia, June 28, 1962.
- T-129 Pamphlet received by Mr. Weatherley entitled "The Strange Conspiracy."
- T-130 *Canadian Sailor*, July 12, 1962; copy received by Mr. Weatherley.
- T-131 Statement entitled "Upper Lakes Shipping Group Losses due to Delays, Season of 1961 and Part Season of 1962", with supporting statements.
- T-132 Chart of Great Lakes District and Seaway beyond Montreal.
- T-133 Five photographs of Ernest Gravel in bed showing injuries. Three Rivers, May 9, 1962.
- T-134 Photograph of Mrs. Ernest Gravel, Three Rivers, May 9, 1962.
- T-135 Circular headed "Message from Chief Constable James S. Anderson of St. Catharines, Ontario . . . Intimidation".
- T-136 Photograph of group of civilians and police adjacent to Lock 1, Welland Canal, July 10, 1961.
- T-137 Circular headed "Bulletin to all M.T.D. Affiliates, Port Councils and Trade Unionists" dated July 11, 1961.
- T-138 (a) Photograph: Area near Port Weller Dry Dock parking area; pickets with signs, policeman removing pieces of wood. July 14, 1961.
(b) Photograph: St. Catharines police in line near Port Weller Dry Docks. July 14, 1961.

- (c) Photograph: Mayor Buchanan and police officers facing a crowd, two picket signs displayed. July 14, 1961.
 - (d) Photograph: Aft end of Northern Venture at dockside, Port Weller Dry Docks, July 11, 1961.
 - (e) Photograph: Mayor Buchanan, police officers, and shirtless civilian.
 - (f) Photograph: Civilians and police in the general area where picketers had been. July 14, 1961.
 - (g) Photograph: Mayor Buchanan and police officers facing a crowd.
 - (h) Photograph: Group near Port Weller Dry Docks buildings, several picket signs. July 4 to 15, 1961.
- T-139 Bullet attached to letter dated May 20, 1962, to Capt. S. Tischart from H. B. Bazeley, Master S.S. James Norris.
- T-140
- (a) Photograph: S.S. James Norris, Toledo, May 18, 1962.
 - (b) Photograph: Bullet mark on port side of after cabin, S.S. James Norris, Toledo, May 18, 1962.
 - (c) Photograph: Piece of metal from bulwark of S.S. James Norris and slug from firearm, Toledo, May 18, 1962.
 - (d) Photograph: Bullet mark on forward cabin of S.S. James Norris, Toledo, May 20, 1962.
 - (e) Photograph: Hole in bulwark on the S.S. James Norris, Toledo, May 18, 1962.
- T-141
- (a) Photograph: Bow of S.S. R. Bruce Angus as it was at Buffalo, May 29, 1962.
 - (b) Photograph: Bow deck of R. Bruce Angus with bullet mark.
 - (c) Photograph: Bullet mark, R. Bruce Angus.
 - (d) Photograph: Bullet mark, bow deck, R. Bruce Angus.
 - (e) Photograph: Bullet mark, R. Bruce Angus.
 - (f) Photograph: Bullet mark, bridge deck, R. Bruce Angus.
 - (g) Photograph: Bullet mark, bridge deck, R. Bruce Angus.
- T-142
- (a) Certified copy of warrant containing charges against Raymond Doucet, enticing crew of Wheat King to desert and harbouring seamen between June 6 and 8, 1961.
 - (b) Certified copy of warrant containing similar charges against Gilbert Gauthier.
 - (c) Certified copy of memorandum of conviction and sentence of Gilbert Gauthier, Court of Sessions of the Peace, District of Quebec, Quebec, May 25, 1962, on above charges. No. 79,886.
 - (d) Certified copy of memorandum of conviction and sentence of Raymond Doucet, Court of Sessions of the Peace, District of Quebec, Quebec, May 25, 1962, on above charges. No. 79,885.

- T-143 Photograph of Wheat King, stern.
- T-144 Photograph: Left side of the Wheat King showing bullet marks near the letters "ITE".
- T-145 Photograph showing bullet mark on a deck ceiling on the Wheat King.
- T-146 Photograph showing bullet mark in a floodlight.
- T-147 Photograph showing floodlight near lifeboat.
- T-148 Photograph of the Wheat King.
- T-149 Seafarers' International Union Receipt No. A87801 dated July 18, 1952 for \$90.00 from J. Staples.
- T-150 Photograph of Ray McAdam taken May 8, 1962, showing injuries to his face.
- T-151 Photograph of Stanley Toope taken May 8, 1962, showing scar on the left side of his head.
- T-152 Certified copies of three memoranda of conviction and sentence of John O'Leary, Court of Sessions of the Peace, District of Joliette, Quebec, August 9, 1962, two on complaint of Jean Larose (No. 23987 and No. 23989) and one on complaint of Robert Miller (No. 23988).
- T-153 Membership card, Seafarers' International Union of North America, Canadian District, Licensed Division; Orville Wm. Leeson.
- T-154 Membership card, Seafarers' International Union of North America, Canadian District; Roy McLennan.
- T-155 Brief submitted by United Steelworkers of America to Rosenman Commission in United States.
- T-156 Copy of letter May 31, 1962, from George Meany to Mr. Joseph Wiesinger, President of Duluth Central Body, Duluth, Minnesota.
- T-157 Copy of letter dated August 19, 1952, to the International Executive Committee, Seafarers' International Union of North America, from James Todd, Jack A. Brydson, and Michael Davey, submitting petition seeking dismissal of Banks.
- T-158 Copy of a telegram, October 2, 1952, from Paul Hall to James Todd. (Quoted in Exhibit T-162, not filed separately.)
- T-159 Copy of Minutes of Founding Meeting of Canadian Maritime Union held in Montreal on October 12, 1961.
- T-160 Copy of Minutes of Meeting of National Executive Board, Canadian Maritime Union, October 27, 1961.
- T-161 Statement entitled "CLC Special Organization Fund—Canadian Maritime Union, Financial Statement—September 18, 1961 to August 31, 1962."

- T-162 Typescript with title page "Seafarers' International Union of North America, Canadian District, Official Hearing of Charges by Mr. Paul Hall, Mr. Morris Weisberger. Montreal, Canada, October 3, 1952. Reporters: Fern Reeve, Paul Eadie, Lee Dillon."
- T-162A Mimeographed document entitled "Seafarers' International Union of North America, Canadian District, Official hearing of charges by Mr. Paul Hall, Mr. Morris Weisberger. Montreal, Canada, October 3, 1952."
- T-163 Judgment of the Hon. Mr. Justice Collins, Superior Court of Quebec, April 30, 1954, in action by John Edward Droeger against Seafarers' International Union of North America, Canadian District, and Hal C. Banks.
- T-164 Membership book, Seafarers' International Union of North America, A.F. of L., Canadian District, issued to Michael Sheehan, S-34.
- T-165 Telegram addressed to L. J. McLaughlin, Seafarers' International Union of North America, 52 St. David Street, Thorold, Ontario, from Hal C. Banks, Montreal, September 20, 1953.
- T-166 Judgment of the Superior Court of Quebec (Sabourin J.) September 12, 1962, in action No. 569372 *Upper Lakes Shipping Ltd. v S.I.U. of Canada, Banks et al* continuing picketing injunction order and granting order nisi for contempt.
- T-167 Letter from Captain J. M. Watson to Mr. Hal Banks, dated October 7, 1954.
- T-168 Photographs (five) showing damage done to 1960 Buick car owned by Mr. Sheehan by shotgun blast, May 22, 1962.
- T-169 Note dated November 8, 1957, addressed "Sheehan:", signed by Hal C. Banks.
- T-170 Telegram dated February 7, 1961, to Michael Sheehan from "Wilfred List Globe and Mail".
- T-171 Copy of charges laid against Brother Michael Sheehan, S.34, by Leonard J. McLaughlin, M.88, February 7, 1961, under the constitution of Seafarers' International Union of North America, Canadian District.
- T-172 Copy of document dated February 8, 1961, headed "Charges Against Michael Sheehan S-34", signed by Don Swait.
- T-173 Duplicate copy of "Report of Trial Committee Elected at Headquarters' Regular Meeting on February 8, 1961, ..." re Michael Sheehan.
- T-174 Constitution of Seafarers' International Union of North America, Canadian District, as amended September, 1958.

- T-175 Constitution and by-laws of the Seafarers' International Union of North America, Canadian District, as amended November, 1956.
- T-176 Constitution and by-laws of the Seafarers' International Union of North America, Canadian District, adopted by the Membership January, 1954.
- T-177 Constitution and by-laws of the Seafarers' International Union of North America, Canadian District, adopted by the membership January 18, 1951.
- T-178 Constitution of the Seafarers International Union of North America, AFL-CIO, 1961.
- T-179 Trial of M. Sheehan, S-34, by Trial Committee of Seafarers International Union of North America, February 15, 1961: "minutes" or "notes" recording the proceedings.
- T-180 Minutes of meeting of Seafarers International Union of North America, Canadian District, Headquarters Regular Meeting November 13, 1957.
- T-181 Photostat of two record cards from Seafarers International Union files for Irvin Green and Charles Nadeau, said to have been put on D.N.S. list as a result of reports by M. Sheehan.
- T-182 A list purporting to be the names of persons suggested to be placed on D.N.S. list by Mr. Sheehan.

EXHIBITS FILED AT ST. CATHARINES

- SC-1 St. Lawrence Seaway Traffic, Statement of distribution by provinces, 1960.
- SC-2 St. Lawrence Seaway Traffic, Statement of distribution by provinces, 1961.
- SC-3 St. Lawrence Seaway Traffic, Statement of distribution by provinces, 1962 to month of August.
- SC-3A St. Lawrence Seaway Traffic, Statement of distribution by provinces, 1962.
- SC-4 St. Lawrence Seaway Masters' Handbook.
- SC-5 General Plan of Welland Ship Canal.
- SC-6
 - (a) Photo depicting Welland Canal, lower west tie-up wall, Lock 1. View looking S.E. showing Laketon tied to wall. November 10, 1960.
 - (b) Photo depicting Welland Canal—S.S. Blanche Hindman moored to lower west entrance wall immediately north of Lock No. 1, July 6, 1962.
 - (c) See Exhibit SC-12.

- (d) Photo depicting Welland Canal—S.S. James C. Wallace moored at upper entrance to Lock No. 8 on July 6, 1962.
- (e) Photo depicting Welland Canal—Tug Doris Moran and barge held in Lock No. 8 by S.S. James C. Wallace on July 6, 1962, James C. Wallace shown in background.
- SC-7 Photocopy of St. Lawrence Seaway Authority record (form "S.L.S. No. 814") "Daily Vessel Movements—from July 1st to July 7th, inc., 1962, Western District Port Colborne Lock 8".
- SC-8 Lists of vessels delayed by boycott (upbound vessels, downbound vessels, and vessels within the system).
- SC-9 Photocopy of list of S.I.U. manned ships given to St. Lawrence Seaway Authority by C.B.R.T. which were to be boycotted.
- SC-10 Photocopy of St. Lawrence Seaway Authority form (W.C.4, 2.3.61) "Report of Incidents" completed by lockmaster Alvin W. R. Smith re vessel Blanche Hindman, dated July 5, 1962.
- SC-11 Plan showing James C. Wallace at Lock No. 8 in the Welland Canal.
- SC-12 Plan showing Blanche Hindman blocking Lock No. 1 in the Welland Canal.
- SC-13 Handwritten letter dated October 2, 1961, from Wm. H. Perkins addressed "Dear Sir"; identified as being a copy of a letter sent by Wm. H. Perkins to the Department of Labour, Ottawa.
- SC-14 "Seaway Notice to Mariners" from P. Ellis, Canal Superintendent, St. Lawrence Seaway Authority, Western Region Welland Canal. July 5, 1962.
- SC-15
 - (a) Photo of the sidewalk on the north side of the residence of J. M. McNamara, showing bloodstains on the pavement. June 20, 1962.
 - (b) Photo showing lunch box lying on the grass beside J. M. McNamara's house, and bloodstain on the walk, June 20, 1962.
 - (c) Photo of the north side of J. M. McNamara's house showing garden hose. June 20, 1962.
 - (d) Photo of garden shears with handles broken off and separated from the metal parts. June 20, 1962.

EXHIBITS FILED AT MONTREAL

- M-1 News release on stationery of C.L.C., dated October 19, 1962, reproducing a telegram of the same date from Claude Jodoin to George Meany.
- M-2 Circular headed "Seafarers' International Union of Canada, Montreal, October 19, 1962, Weekly Bulletin to the Membership on the Upper Lakes Lockout Beef".

- M-3 Copy of letter dated May 23, 1962, to Prime Minister Diefenbaker from Claude Jodoin.
- M-4 Letter dated May 25, 1962, to Claude Jodoin, Esq., from the Private Secretary to the Minister of Justice and Attorney General of Canada.
- M-5 Letter dated May 31, 1962, to Claude Jodoin, Esq., from the Minister of Justice and Attorney General of Canada.
- M-6 Copy of letter dated June 20, 1962, to the Minister of Justice from Claude Jodoin.
- M-7 Letter of June 26, 1962, to Mr. Claude Jodoin from the Secretary to the Prime Minister.
- M-8 Letter of June 27, 1962, to Claude Jodoin, Esq., from the Minister of Justice and Attorney General of Canada.
- M-9 Letter of June 29, 1962, to Claude Jodoin, Esq., from the Secretary of State for External Affairs.
- M-10 News release on stationery of the C.L.C., dated July 5, 1962, announcing start of a boycott of ships manned by the S.I.U.
- M-11 News release on stationery of the C.L.C., dated July 6, 1962, announcing end of boycott.
- M-12 Photo copy of a circular letter on C.L.C. letterhead, dated March 26, 1959, addressed "To the Presidents of International and National Unions" from Claude Jodoin, concerning "anti-union laws" in Newfoundland.
- M-13 Photo copy of an undated telegram to Paul Hall from Omer Becu, I.T.F. General Secretary, concerning Newfoundland loggers' strike.
- M-14 Photo copy of a circular letter on letterhead of International Transport Workers' Federation dated May 1, 1959, addressed "To affiliated dockers' and seafarers' unions" from O. Becu, General Secretary, concerning Newfoundland loggers' strike.
- M-15 Photocopy of both sides of a paid cheque of the Seafarers' International Union of N.A. General Fund, San Francisco, December 25, 1959, for \$10,000.00 payable to "United Steelworkers Defense Fund".
- M-16 C.B.R.T. membership certificate in the name of Xenophon Likourinos, Local No. 000, Certificate No. 11, 1961.
- M-16A *Canadian Transport*, publication of C.B.R.T., issues from January 1959 to February 1963.
- M-17 (a) C.B. of R.E. & O.T.W. Report of Proceedings of 22nd Regular Meeting of Grand Division, September 15 to 20, 1952.
(b) C.B. of R.E. & O.T.W. Report of Proceedings of 23rd Convention, September 19 to 24, 1955.

- (c) C.B. of R.E. & O.T.W. Report of Proceedings of 24th Convention, September 22 to 26, 1958.
- (d) C.B. of R.T. & G.W. Report of Proceedings of 25th Convention, September 4 to 9, 1961.
- M-18 Four issues of *Canadian Beacon*, subtitled "Journal of the Canadian Maritime Union", September and November 1961, January and April 1962.
- M-19 Schedule headed "Ships operating under contracts held by Canadian Maritime Union CLC", dated October 18, 1962.
- M-20 Copy of an affidavit filed by Richard George Greaves in the Supreme Court of Ontario, February 1962, in an action between N.A.M.E. as plaintiff and Scott-Misener Steamships Ltd., N. M. Paterson & Sons Ltd., and Hall Corporation of Canada as defendants.
- M-21 Letter dated October 5, 1962, from Newfield and Newfield, Certified Public Accountants, addressed to Mr. Paul Hall.
- M-22 Letter dated September 28, 1962, from Savage, Kendall & Associates, Chartered Accountants, addressed to Seafarers' International Union of Canada.
- M-23 Photo copy of a statement typed on a letterhead of the Maritime Trades Department, dated February 5, 1962, giving the text of a wire sent to Claude Jodoin by Paul Hall and Peter M. McGavin.
- M-24 Photo copy of a copy of a letter dated February 7, 1962, to Mr. George Meany from Claude Jodoin.
- M-25 Circular letter dated April 5, 1962, on the letterhead of the Canadian Labour Congress from Mike Sheehan.
- M-26 Numbers of Persons Covered by Agreements with the C.B.R.T.: Persons Under Contract with Shipping Companies, by Company and by Vessel.
- M-27
 - (a) Wage Rates, Salaries, and Hours of Labour, 1960, Department of Labour, Ottawa.
 - (b) Wage Rates and Hours of Labour in Canada, Annual Report No. 36, October 1953, Department of Labour, Ottawa.
- M-28 Photo of S.I.U. hall, Thorold.
- M-29 Photo of exterior of S.I.U. hall, Fort William.
- M-30 Photo of interior of S.I.U. hall, Fort William.
- M-31 Photo of interior of S.I.U. hall, Vancouver.
- M-32 Photo of recreation room of S.I.U. hall, Vancouver.
- M-33 Photo of cafeteria of S.I.U. hall, Vancouver.
- M-34 Photo of exterior of S.I.U. hall, Montreal.

- M-35 Photo of cafeteria facilities in the S.I.U. hall, Montreal.
- M-36 Photo of Welfare Plan offices of the S.I.U. hall in Montreal.
- M-37 Photo of the vacation pay office of the S.I.U. hall in Montreal.
- M-38 Photo of the clinic in the S.I.U. hall, Montreal.
- M-39 Extract from *Canadian Labour Law Reports*, para. 15329.
- M-40 Table of Labour Union affiliations in Canada.
- M-41 Table of details of liaison between AFL-CIO and C.L.C. and particulars of M.T.D.
- M-42 *Canadian Sailor*, published by S.I.U. of Canada, issues from January 1959 to February 1963.
- M-43 Photo copy of collective agreement dated October 23, 1958, between C.S.L. and S.I.U.N.A., Canadian District, Licensed Division.
- M-44 Photo copy of collective agreement dated October 4, 1960, between C.S.L. and S.I.U.N.A., Canadian District, Licensed Division.
- M-45 Tabulation entitled "Seafarers' International Union of Canada, Companies and Ships Under Contract", not dated.
- M-46 Tabulation entitled "Seafarers' International Union of Canada, Companies and Ships Under Contract on the West Coast of Canada", not dated.
- M-47 M.T.D. Port Councils in Canada.
- M-48
 - (a) S.I.U.N.A. Canadian District, Committee on Election Report, December 1, 1954.
 - (b) Committee on Elections Report, November 30, 1956.
 - (c) The Balloting Committee on Election's Report, December 29, 1958.
 - (d) S.I.U.N.A., Canadian District, The Balloting Committee on Election's Report, January 24, 1961.
- M-49 List of ten names entitled "Men placed on D.N.S. List by Michael Sheehan from January, 1958 to date", with photo copies of original signed reports.
- M-50 Photo copy of a letter dated November 23, 1961 from John E. F. Misener to Mr. Leonard J. McLaughlin and a photo copy of a collective agreement dated October 4, 1960, between Scott Misener Steamships Limited and S.I.U.N.A., Canadian District, Licensed Division.
- M-51 *The Maritime Register*, an M.T.D. publication, issues from January 1960 to September 1962.
- M-52 Folder "Summary of Membership Participation, Montreal".

- M-53 Photo copy of "Recapitulation of Committee Membership, Headquarters—Jan. 1960-Sept. 1962", 5 pages.
- M-54 Folder "Summary of Membership Participation, Vancouver".
- M-55 Folder "Summary of 'Beef Disposition'".
- M-56 Folder "Description of the 'Beef Book'".
- M-57 Folder "Comparison of Wage Rates in Four Major Industries".
- M-58 Folder entitled "Summary of Membership Meetings Port Headquarters from January 1960 to September 1962. 2 meetings in 1959" and marked "BK. I".
- M-59 Work sheets (six) prepared by E. J. Mackin.
- M-60 Work sheet designated "Summary Headquarters".
- M-61 Mimeographed copy of "Minutes of Meeting of Special Committee on Organization, CLC, Montreal, September 6th, 1961".
- M-62 Extracts from Executive Committee Minutes of the Canadian Labour Congress concerning the Canadian Maritime Union. May 15, 1961; January 8, 1962; April 2, 1962; July 30, 1962; September 5, 1962.
- M-63 Extracts from Executive Council Meetings Minutes of the Canadian Labour Congress. November 15-17, 1961; January 8-9, 1962; March 12-14, 1962; April 3-5, 1962; July 31 to August 2, 1962.
- M-64 Statement entitled "Primary Iron and Steel Industry Average Wage Rate Per Hour."
- M-65 Folder entitled "Summary of Committee Membership Port of Montreal II From: January 1960 To: September 1962" with the notation "BK IV, III" marked out.
- M-66 Folder entitled "Summary of Membership Meeting Port of Vancouver: From January 1960 to September 1962" with the designation "Bk # 1".
- M-67 Folder entitled "Summary of Committee Membership Port of Vancouver Jan. 1960 Aug. 1962" and marked "# 2".
- M-68 Photocopies of (a) a two-page statement headed "The Seafarers' International Union," not dated, (b) clipping from *AFL-CIO News* October 27, 1962, (c) clipping from *The Gazette*, Montreal, August 30, 1962, (d) pages 1350 to 1356 of the transcript of evidence on the present hearings.
- M-69 *The Great Lakes Sailor*, October 8, 1962.
- M-69A *The Great Lakes Sailor*, November 2, 1962.
- M-70 Work sheets (six) used in preparing Exhibit M-53.
- M-71 (a) Minutes of Regular Meetings, S.I.U. Headquarters, January to December 1960.

- (b) Minutes of Regular Meetings, S.I.U. Headquarters, January to December 1961.
- (c) Minutes of Regular Meetings, S.I.U. Headquarters, January to September 1962.
- M-71 Supplementary filing:
 - meetings January 23 and February 6, 1963.
 - meeting February 20, 1963.
- M-72 Minutes of Regular Meetings, S.I.U. Vancouver, January 1960 to August 1962.
- M-73 Work sheets by company, with summary and recapitulation, used in preparing "Summary of 'Beef' Disposition," Exhibit M-55.
- M-74 Working papers (six) with recapitulation used in preparing Exhibit M-54.
- M-75 (a) Front page of *The Montreal Star*, final edition, Oct. 22, 1962.
(b) Front page of *The Gazette*, Montreal, final edition, Oct. 23, 1962.
- M-76 Photocopy of statements entitled "Seafarers' International Union of North America (Canadian District) Financial Statements as at 31st December 1960." (See also exhibit O-162).
- M-77 Letter on letterhead of S.I.U. of N.A., Canadian District, dated April 9, 1960, addressed to Mr. Hal C. Banks, signed N. G. Cunningham, Assistant Secretary Treasurer (Western).
- M-78 "Employee's Yearly Earnings Record" for N. G. Cunningham for 1959.
- M-79 "Employee's Yearly Earnings Record" for N. G. Cunningham for 1960.
- M-80 "Employee's Yearly Earnings Record" for L. J. McLaughlin for 1959, 1960, 1961, 1962 (four sheets).
- M-81 "Individual Payroll Record" for Michael Sheehan for 1953.
- M-82 "Individual Payroll Record" for Michael Sheehan for 1954.
- M-83 *Canadian Sailor* December 7, 1953.
- M-84 "Employee's Yearly Earnings Record" for Michael Sheehan for 1956.
- M-85 S.I.U. of N.A., Canadian District, 1951 Convention Proceedings, Montreal, January 15-19, 1951.
- M-86 Proceedings, S.I.U. of N.A. Fifth Biennial Convention, March 26-30, 1951, San Francisco, Cal.
- M-87 Proceedings, S.I.U. of N.A. Sixth Biennial Convention, March 23-27, 1953, San Diego, Cal.
- M-88 Minutes of Headquarters Meeting, S.I.U. of N.A., Canadian District, May 1, 1957.

- M-89 List "Members covered by Senior Citizen Legislation," not dated.
- M-90 Letter on letterhead of Savage, Kendall, & Associates, dated October 20, 1962, addressed to Mr. Alexander Kerr signed by George Kendall.
- M-91 "Balloting Committee Report", September 13, 1960, (S.I.U.)
- M-92 "Employee's Yearly Earnings Record" for Fred Southern for 1960.
- M-93
 - (a) Folder "Proposed Lakehead Building Seafarers International Union of N.A., Foundation Investigation" prepared by Barnett-McQueen Company Limited, Engineers and Contractors.
 - (b) Memorandum of Agreement made December 12, 1955, between The Corporation of the City of Port Arthur and Canadian Seafarers' Building Corporation Limited.
 - (c) Correspondence, September 29, 1955 to June 19, 1958, between the S.I.U. and the City of Port Arthur; letter February 1, 1956, from Hyde and Ahern to S.I.U.; letter March 7, 1956 from Barnett-McQueen Company Limited to S.I.U.; correspondence August 27, 1956 to July 10, 1957 between S.I.U. and Bernard Shaffer; letter of December 13, 1957, from City of Port Arthur to Canadian Seafarers' Building Corporation Ltd.
- M-94 Photo of a bulletin board under a sign reading "Financial Report".
- M-95 Photo showing a circular counter with a large record board behind.
- M-96 Photo of a bulletin board under a sign reading "Shipping Rules".
- M-97 Photo showing three notice boards labelled "Deck Department", "Engine Department", "Stewards Department".
- M-98 Invoice from Monitor Publishing Co. Limited, dated November 4, 1960 addressed to S.I.U.
- M-99 "Official Ballot" No. 5001, S.I.U. of N.A., Canadian District, September 1960.
- M-100 "Official Ballot" No. 7627, S.I.U. of N.A., Canadian District, September 1960.
- M-101 *The Great Lakes Seafarer*, October 1962.
- M-102 Article headed "Labor Group Hits Canada Unionist" on page 66 of *The New York Times*, October 25, 1962.
- M-103 S.I.U. of N.A., Canadian District, "Permit" No. 14039 issued to Raymond MacAdam.
- M-104
 - (a) Minutes of C.M.U. Executive Board Meeting, Ottawa, September 7, 1962.
 - (b) Minutes of C.M.U. Executive Board Meeting held in Congress Board Room July 23, 1962.

- M-105 Sheet headed "Seafarers' International Union Canadian district, Financial Report of Montreal Branch for week ending January 17, 1958".
- M-106 Receipt on S.I.U. form dated January 10, 1958, for \$84.00 with 13 signatures on back.
- M-107 (a) Receipt on S.I.U. form dated Jan. 10, 1958, for \$39.00 with 13 signatures on back.
(b) Receipt on S.I.U. form dated Jan. 10, 1958, for \$39.00 with 13 signatures on back.
(c) Receipt on S.I.U. form dated Jan. 10, 1958, for \$90.00 with 13 signatures on back.
- M-108 Receipt on S.I.U. form dated Jan. 14, 1958, for \$7.00 signed Wm. B. Gregory, Permit 18410.
- M-109 Twenty-six receipts on S.I.U. form, Nos. 1 to 25 dated Jan. 10, 1958, No. 26 dated Jan. 10, 1959.
- M-110 (a) Statement headed "C.N.S. Strike, Cash Assistance for Meals Jan. 11th & Jan. 12th, 1958".
(b) Statement headed "C.N.S. Strike, Room Rent Assistance from Jan. 11th. to Jan. 17th. 1958".
- M-111 Minutes of S.I.U. Headquarters Meeting October 17, 1962.
- M-112 Minutes of S.I.U. Headquarters Meeting October 31, 1962.
- M-113 Statement headed "Seafarers' International Union Canadian District, Financial Report of Montreal Branch for week ending January 23th, 1958".
- M-114 Statement headed "C.N.S. Strike, Cash Assistance for Meals on Weekend Jan. 18th. & 19th, 1958".
- M-115 Statement headed "C.N.S. Strike, Room Rent Assistance from Jan. 18th to Jan. 24th. 1958".
- M-116 S.I.U. receipts supporting Exhibits M-113, M-114 and M-115.
- M-117 Statement headed "Disbursements".
- M-118 Statement headed "C.N.S. Strike, Room Rent from Jan. 25th. to Jan. 31st. & Weekend Meals Jan. 25th & 26th".
- M-119 S.I.U. receipts supporting Exhibits M-117 and M-118.
- M-120 Statement headed "Seafarers' International Union Canadian District, Financial Report of Montreal Branch for week ending February 7, 1958".
- M-121 S.I.U. receipts supporting Exhibit M-120.
- M-122 Copies of sixteen letters dated December 16, 1957, from Hal. C. Banks to addressees in the British West Indies and British Guiana.

- M-123 Fifteen paid cheques of S.I.U. of N.A., Canadian District, dated December 16, 1957.
- M-124 Copies of six letters dated December 16, 1957, from Hal. C. Banks to addressees in the British West Indies and British Guiana.
- M-125 Six paid cheques of S.I.U. of N.A., Canadian District, dated December 16, 1957.
- M-126 Seven letters acknowledging S.I.U. payments.
- M-127 Statement headed "C.N.S. Strike January 18th 1958".
- M-128 Statement headed "C.N.S. Strike January 25th. 1958".
- M-129 Statement headed "C.N.S. Strike February 2nd. 1958".
- M-130 Statement headed "C.N.S. Strike".
- M-131 Photostat of official log-book for S.S. Mount Alta.
- M-132 Certified copy of petition for Interlocutory Injunction dated April 12, 1949, *Michael Sheehan and others v Montship Lines Ltd. and S.I.U.*, Superior Court of Quebec. No. 271866.
- M-133 Statement entitled "Result of Strike Vote, Colonial Steamships Limited. Ballots counted September 14, 1953".
- M-134 Statement, not dated, beginning "The establishment of a welfare plan . . ." and bearing a number of signatures.
- M-135 Statement, not dated, beginning "In consideration of the fact that . . ." and bearing a number of signatures.
- M-136 Statement dated December 21, 1959 and headed "This is the names of people aboard the Federal Voyager . . ."
- M-137 Injunction order dated January 2, 1960 (Interim to January 7, 1960) Superior Court of Quebec (Dorion, J.) *S.I.U.N.A. Canadian District v Federal Commerce and Navigation Co. Ltd.* No. 100-129.
- M-138 Document dated "New York. U.S.A. January 16th. 1960" and headed "Federal Voyager".
- M-139 (a) Copy of letter dated January 12, 1961, to Mr. G. S. Pathy from Hal. C. Banks.
(b) Letter dated January 12, 1960, [sic] to Mr. Hal. C. Banks from A. C. Pathy.
(c) Copy of letter dated January 30, 1961, to Mr. A. C. Pathy from Hal. C. Banks.
- M-140 Copy of letter dated February 28, 1961, to Mr. Alex C. Pathy, over six signatures.
- M-141 Letter dated March 2, 1961, from G. S. Pathy to S.I.U.N.A., Canadian District Headquarters.

- M-142 Copy of letter dated March 3, 1961, to Mr. G. S. Pathy from S.I.U. negotiating committee, over six signatures.
- M-143 Collective Agreement for Dry Cargo Freight Vessels, between Federal Commerce & Navigation Company Limited S.I.U.N.A. Canadian District, dated Jan. 21, 1960.
- M-144 Copy of letter dated November 30, 1961, to Mr. Leonard J. McLaughlin from Bernard Wilson, with copy of the report of the Conciliation Board in the dispute between Federal Commerce & Navigation Company Limited and the S.I.U.N.A. dated November 27, 1961.
- M-145 Photocopy of file copy of letter dated December 8, 1961, to Mr. Bernard Wilson from Leonard J. McLaughlin.
- M-146 Letter dated March 1, 1962, to S.I.U.N.A. Canadian District Headquarters, from A. C. Pathy, with copy of "Amendment to Memorandum of Agreement".
- M-147 (a) Folder entitled "Sheehan Trial Committee, Jack Domer D-155".
(b) Folder entitled "Sheehan Trial Committee, Andre Bansept B-12".
(c) Folder entitled "Sheehan Trial Committee, Leonard Winsor W-280".
(d) Folder entitled "Sheehan Trial Committee, Roland Lescarbeau L-53".
(e) Folder entitled "Sheehan Trial Committee, Stanley Thornton T-154".
- M-148 Minutes of S.I.U.N.A. Canadian District Headquarters Meeting October 9, 1957.
- M-149 Minutes of S.I.U.N.A. Canadian District Headquarters Meeting October 23, 1957.
- M-150 Copy of letter dated October 22, 1957, to The Owen Sound Transportation Co. Ltd. from Hal. C. Banks.
- M-151 Minutes of S.I.U.N.A. Canadian District Headquarters November 6, 1957.
- M-152 Copy of letter dated January 27, 1958 to The Owen Sound Transportation Co. Ltd., bearing six signatures.
- M-153 Copy of letter dated March 10, 1958, to Mr. Bernard Wilson from Edward S. Bedford B-253, "Elected chairman, S.I.U. Negotiating Committee".
- M-154 Copy of telegram dated April 16, 1958 to Mr. Bernard Wilson from Leonard J. McLaughlin.
- M-155 Copy of letter dated April 29, 1958, to Hon. Walter E. Harris from Leonard J. McLaughlin.

- M-156 Letter dated May 12, 1958, to Mr. Edward S. Bedford from Bernard Wilson.
- M-157 Minutes of S.I.U.N.A. Canadian District Toronto Regular Meeting May 28, 1958.
- M-158 Letter dated June 6, 1958, to Edward S. Bedford, Esq., from W. S. Lane.
- M-159 Minutes of S.I.U.N.A. Canadian District, Toronto Regular Meeting June 25, 1958.
- M-160 Letter dated July 14, 1958 to Mr. Edward S. Bedford from Bernard Wilson, with attachments.
- M-161 Minutes of S.I.U.N.A. Canadian District, Headquarters Regular Meeting July 23, 1958.
- M-162 Photo copy of document headed "Seafarers' International Union of North America, Canadian District, Headquarters Branch, Thursday July 24th 1958. Secret Ballot".
- M-163 Collective Agreement between The Owen Sound Transportation Co. Limited and S.I.U.N.A. Canadian District, November 6, 1958.
- M-164 Minutes of S.I.U.N.A. Canadian District, Thorold Regular Meeting May 3, 1961.
- M-165 Photo copy of letter dated April 28, 1961, to Mr. Paul Gagne from Ivor Wagner, President, The Owen Sound Transportation Co. Limited.
- M-166 Copy of statement addressed "Dear Sir." beginning "Further to the meeting . . ." and ending "Fraternally submitted, Committee elected, Owen Sound Transportation".

SCHEDULE 6

BACKGROUND OF THE ST. LAWRENCE SEAWAY AND POWER PROJECTS

(1) A 400 year dream was realized when, in April of 1959, ships began using the St. Lawrence Seaway.

(2) The St. Lawrence Seaway, in its broadest sense, is a deep water-way extending some 2300 miles from the Atlantic Ocean to the head of the Great Lakes at the heart of North America; strictly speaking, however, within the meaning of the legislation which permitted construction to get underway, the St. Lawrence Seaway extends from Montreal Harbour to Lake Erie and includes the Welland Canal.

(3) In the early part of the sixteenth century, the French explorer, Jacques Cartier, was turned back by the rushing waters of the Lachine Rapids just west of what is now Montreal and was thereby forced to abandon his dream of finding the Northwest Passage and the route to the rich and glamorous East. At various times during the intervening 300-odd years, canals have been dug and locks built around the natural barriers to navigation in the St. Lawrence River and in the waters connecting the Great Lakes. This activity was spurred on by the desire to make use of the economical water route which the waters of the Great Lakes Basin offered for the transportation of goods in and out of this important area of the continent. The first such canals were built in 1783 but were only two feet deep. By 1850, 9-foot canals had been completed in Canada right through to the Upper Lakes. By 1900, 14 feet was the regulating depth in these canals, although certain of them—Sault Ste. Marie, for example—were deeper. In 1932, Canada completed the Welland Canal, 27 miles in length with a governing depth of 25 feet in some reaches. This canal and its eight locks overcomes the differences in level of 326 feet between Lake Ontario and Lake Erie. Its construction may be considered as the first and a decisive step in the construction of the present St. Lawrence Seaway.

(4) The needs of commerce pointed to the desirability of providing even greater depths in the St. Lawrence Canals, its locks, and the connecting channels, and by 1959, as a result of the joint efforts of the Canadian St. Lawrence Seaway Authority and the United States Saint Lawrence Seaway Development Corporation, 27 foot depths were available from Montreal to Lake Erie. The improvements to the Welland Canal between Lake Ontario and Lake Erie around the barrier of the Niagara Falls have been the sole responsibility of the St. Lawrence Seaway Authority. Deepening the channels above Lake Erie to seaway standards was done by others and now 27 foot depths are available into the Upper Lakes.

(5) Concurrently with the Seaway development, the Hydro-Electric Power Commission of Ontario (HEPCO) and the Power Authority of the State of New York (PASNY) completed works in the International Rapids Section of the St. Lawrence River to convert into electricity the energy that once expended itself by tumbling through the rapids west of Cornwall. The Barnhart Island-Cornwall generating plants produce 840,000 kw in each country.

History of Negotiations Making These Achievements Possible

(6) Negotiations between Canada and the United States aimed at developing these twin resources of the St. Lawrence River and the Great Lakes for the benefit of both countries began towards the end of the last century, although, as has been shown, piecemeal development of navigation by Canada in the Great Lakes Basin started centuries ago. Power was first developed at Niagara at the turn of the century. In 1912, the Canadian Government decided to improve the Welland Canal to provide 27 foot depths with locks 800 feet long and 80 feet wide. Work began in 1913, was suspended during the first World War, and was finally completed at a cost of approximately \$132 million in 1932. In the same year, Canada and the United States signed the St. Lawrence Deep Waterway Treaty which was to provide for the joint development of the resources in the Great Lakes Basin in the interests of both navigation and power. In 1934, this Treaty was rejected by the United States Senate.

(7) After further studies, and urged on by the power needs created by war production, Canada and the United States signed the Great Lakes-St. Lawrence Basin Agreement in 1941 with the same object in view. This Agreement, which like its predecessor was submitted to the United States Senate for approval, remained unratified by 1949.

(8) The 1941 Agreement was intended, amongst other things, to permit the development, as a joint project, of the power resources available at Niagara Falls, where, over the falls alone, 160 feet of drop is available for the production of power. Since there was little prospect by 1949 that the Agreement would be approved, a separate treaty was signed and ratified in 1950 setting forth the principles under which the water in the Niagara River could be turned into power by Canada and the United States.

(9) At more or less the same time, the Canadian Government let it be known that Canada was prepared to proceed with an "all-Canadian" seaway as far west as Lake Erie, once the means had been found to have the power works constructed concurrently in the International Rapids Section of the St. Lawrence River. By December of 1951, the St. Lawrence Seaway Authority Act and the International Rapids Power Development Act were approved by the Canadian Parliament, the first authorizing the construction of navigation works on the Canadian side of the river from Montreal to Lake Ontario as well as in the Welland Canal, the second authorizing the Hydro-Electric Power Commission of Ontario (HEPCO) to join a United States power generating entity

in constructing the necessary power works in the International Rapids Section of the St. Lawrence River.

(10) In 1952, in order to get the power project underway, the Canadian and United States Governments submitted joint applications for the approval of the International Joint Commission to the proposed power development, on the understanding that the Canadian Government would undertake to construct more or less concurrently, and to operate all the works necessary to insure uninterrupted 27 foot navigation between Montreal and Lake Erie. Approval of this proposal was given by the International Joint Commission in an Order of Approval dated October 29, 1952.

(11) In 1953, the U.S. Federal Power Commission granted a 50-year license to the Power Authority of the State of New York (PASNY) for the development of the United States half of this power project. Because the Order granting this license to PASNY was contested in U.S. courts, it was not until June of 1954 that PASNY had clear authority to join HEPCO in making a start on these works.

(12) In the meantime, however, the United States Congress had enacted the Wiley-Dondero Bill (P.S. 83-358) which authorized and directed the Saint Lawrence Seaway Development Corporation to construct, on United States territory, all the 27 foot navigation facilities required to get shipping around the navigational barriers in the International Rapids Section. The situation thereby created required close consultation between the Canadian and the United States Governments in order to avoid a duplication of locks and canals. A number of compromises and accommodations were eventually worked out and embodied in a series of exchanges of Notes according to which the United States agreed to build a canal and two locks on United States territory to by-pass the Barnhart-Cornwall generating dam at the foot of the Long Sault Rapids and, in addition, to do some essential dredging elsewhere, while Canada agreed to build a lock and canal around the Iroquois Control Dam some 30 miles upstream and, in addition, to complete to a common standard all the necessary navigation facilities in Canadian territory, i.e. between Montreal and Cornwall and in the Welland Canal. The estimated cost to the United States of these works was of the order of \$100 million while the estimated cost to Canada was to amount to about \$200 million.

(13) The first sod on the St. Lawrence Power Project was turned on August 10, 1954. Work on the Seaway began in September of 1954. The Iroquois Lock was in regular use by May, 1958 and the two United States Locks also from July 4. First power came from the international power-houses on the latter date. Through transit of the St. Lawrence Seaway began April 25, 1959 and the Seaway was opened officially by Her Majesty, Queen Elizabeth II, and President Dwight D. Eisenhower of the United States on June 26 that year.

Description of Navigation Facilities

(14) Some idea of the magnitude of the work undertaken can be obtained by taking an imaginary voyage on a ship west-bound from Montreal.

(a) *St. Lambert Lock*

More or less opposite the pool of Montreal Harbour can be seen the protecting dyke of the channel giving access to the Seaway. This channel begins just east of the Jacques Cartier Bridge, passes beneath the bridge and extends for three miles before reaching the first lock of the Seaway, the *St. Lambert Lock*, at the southern end of the Victoria Bridge. (At Victoria Bridge are lift spans and a system of rail and road traffic diversion).

The *St. Lambert Lock* lifts the ship some 15 feet from the level of Montreal Harbour to the level of Laprairie Basin through which the ship channel sweeps in a great arc $8\frac{1}{2}$ miles long between its protecting embankments to the second lock.

(b) *Cote Ste. Catherine Lock*

The *Cote Ste. Catherine Lock*, like the other six new seaway locks and the seven lift locks on the Welland Canal, has been built to the following standard dimensions:

length	766 feet
length between stop signs in lock	715 feet
width	80 feet
depth over sills	30 feet

This lock, which will require 24 million gallons of water to fill, can be filled or emptied in less than ten minutes. It will lift ships from the level of Laprairie Basin through 30 feet to the level of Lake St. Louis.

The function of this lock is to by-pass the Lachine Rapids. Beyond it, the channel runs $7\frac{1}{2}$ miles before reaching Lake St. Louis.

Over this channel at one point, tower the piers which give Honore Mercier highway bridge 120 feet of clearance for ships. Further upstream, the Canadian Pacific Railway bridge has had two lift spans installed to allow for the passage of ships. These lift spans can be raised or lowered in a minute and a half.

(c) *Lake St. Louis & the Beauharnois Locks*

Entering Lake St. Louis, the ship proceeds some 12 miles by dredged channels before reaching the *Lower Beauharnois Lock* at the west end of the Lake.

The minimum width of St. Lawrence Seaway channels is 200 feet when provided with two embankments, 300 feet when there is only one embankment, and 450 feet in the open reaches. The depth in canals and channels is 27 feet.

The *Lower Beauharnois Lock* by-passing the Beauharnois Power House lifts the ship 41 feet so that it may pass through a short canal to the *Upper Beauharnois Lock*, where it is again lifted 41 feet so as to reach the level of Lake St. Francis; after some 13 miles in the Beauharnois Canal, the ship enters Lake St. Francis. It sails westward for some 30 miles by dredged channels to the head of the lake.

All locks and channels to this point have been built by Canada's St. Lawrence Seaway Authority.

(d) *United States Locks*

The ship canal leaves Lake St. Francis at the southwest corner and before long crosses the International Boundary just opposite St. Regis, Quebec. From here to the first lock on the United States side is only five miles. Entering the *Bertrand H. Snell Lock*, the ship is lifted 45 feet into the Wiley-Dondero Canal (10 miles long) and is then lifted another 38 feet by the *Dwight D. Eisenhower Lock* into Lake St. Lawrence, the power pool on which HEPCO and PASNY draw for the water used in the turbines at Barnhart Island-Cornwall Power House Dam, just a mile to the north. The ship canal through Lake St. Lawrence passes where rapids once tossed the water into an angry foam.

(e) *Iroquois Lock*

At the western end of Lake St. Lawrence, the Seaway Authority of Canada has built a lock to allow ships to by-pass the Iroquois Control Dam. The lift here is only about one foot. Once in the waters of the St. Lawrence west of Iroquois, the ship channel meanders through the Thousand Islands past Prescott, Brockville and on to Kingston or Cape Vincent on Lake Ontario, thence by the open waters of the Lake to the great port of Toronto, to industrial Hamilton and then to Port Weller.

(f) *Welland Canal*

From Port Weller on Lake Ontario to Port Colbourne on Lake Erie is 27 miles. Through a series of eight locks (three of them twin locks in flight allowing passage of ships in both directions simultaneously) the ship is raised through 326 feet to the level of Lake Erie.

Westerly on the Seaway route lie the Lake Erie ports, the chief ones being in the United States, such as Ashtabula, Cleveland and Toledo, then through the Detroit River, where busy Detroit and Windsor face each other across the international boundary and then northerly through Lake St. Clair and St. Clair River the route serves Sarnia and the Lake Huron and Georgian Bay ports, important in Canada's wheat trade.

Access to Lake Michigan from Lake Huron is by means of the Strait of Mackinac, but the through route takes shipping north and westerly through the St. Mary's River, with a lift of some 20 feet by means of one of the four United States Locks or the Canadian one at Sault Ste. Marie, to Lake Superior. Beyond lies the long run across the open lake to the United States

Lakehead at Duluth-Superior or the Canadian Lakehead of Port Arthur-Fort William, literally at the heart of the North American Continent, a full two thousand miles from the Atlantic Ocean.

The Economy of the Seaway

(15) By most recent figures, new work on the Seaway proper from Montreal to Lake Erie will have cost Canada about \$340 million; work in the International reaches of the River will have cost United States \$130 million. (The two power entities will have spent \$600 million in developing the power at Barnhart, \$300 million by HEPCO and \$300 million by PASNY. These sums, which have been raised by floating bonds and by other types of borrowing, will be financed out of revenues realized from the sale of power).

(16) To recover the costs of construction, operation and maintenance of the navigation works, tolls are charged according to a schedule which is published. (The toll receipts from the operation of the Montreal-Lake Ontario portion of the Seaway are divided between Canada and the United States on the basis of the respective annual charges of the two national Seaway entities—71 per cent to The St. Lawrence Seaway Authority (Canada) and 29 per cent to the Saint Lawrence Seaway Development Corporation (U.S.). All tolls from transit of Welland Canal accrue to the St. Lawrence Seaway Authority. Not later than July 1, 1964, the two entities must report to their respective Governments as to the sufficiency of the authorized tolls to meet the statutory requirements.)

Traffic

(17) In the course of a navigation season extending between April 15th and November 30th, intensity of traffic grows as the upstream end of the waterway is approached. On the Montreal-Lake Ontario section of the St. Lawrence Seaway, some 25,600,000 tons of cargo transited in 1962, on the Welland Canal section, over 35,000,000 tons of cargo moved. The locks at the Sault handled over 80,000,000 tons a year during recent navigation seasons. This waterway is primarily a bulk-cargo route and on the St. Lawrence Seaway itself, over 9 per cent of the traffic is of this nature. From Seven Islands and other St. Lawrence ports upstream move five to six million tons of iron ore to Hamilton and Ashtabula. Approximately nine million tons of grain from the western prairies and the American mid-western states are carried from the Head of the Lakes and other lake ports to the Montreal, Three Rivers and Quebec elevators and to market abroad.

Furthermore, although United States ships move much of the Great Lakes cargo which does not come through the Seaway proper, two ships out of every three which sail the St. Lawrence Seaway are of Canadian registry.

January, 1963.

SCHEDULE 8

ST. LAWRENCE – GREAT LAKES CANALS AND SEAWAY

SUMMARY OF CARGO UP AND DOWN

1925 – 1962

(Tons)

Year	St. Lawrence from Port of Montreal to Lake Ontario	Through Welland Canal	Through Sault Ste. Marie Canadian & American
1925	6,206,988	5,640,298	81,871,699
1926	6,123,701	5,214,514	85,681,615
1927	7,912,952	7,247,450	83,353,040
1928	8,411,542	7,439,617	86,992,254
1929	5,718,651	4,769,866	92,616,808
1930	6,179,023	6,087,910	72,897,895
1931	6,036,980	7,273,886	44,606,325
1932	6,693,800	8,537,460	20,484,169
1933	6,951,064	9,194,130	40,303,398
1934	6,660,052	9,280,452	42,247,556
1935	6,873,655	8,953,383	48,292,973
1936	8,288,524	10,436,803	69,529,132
1937	9,195,439	11,747,950	87,636,622
1938	9,236,318	12,629,054	40,043,629
1939	8,340,165	11,727,553	69,849,304
1940	7,479,617	12,906,474	89,857,672
1941	6,929,569	13,230,175	111,120,556
1942	6,162,581	11,108,121	120,200,814
1943	6,148,024	10,115,996	115,851,098
1944	5,862,868	11,316,681	117,237,862
1945	6,947,870	12,962,332	113,227,316
1946	5,750,578	10,580,146	91,740,696
1947	7,179,594	11,805,575	110,887,970
1948	7,378,010	13,373,321	115,894,650
1949	7,960,194	13,692,209	96,187,769
1950	9,969,271	14,740,573	106,195,738
1951	9,916,857	16,197,924	120,082,328
1952	9,836,395	17,910,756	107,362,494
1953	10,081,992	19,542,150	128,489,170
1954	9,637,034	17,514,258	85,415,349
1955	11,446,620	20,893,572	114,553,735
1956	13,499,698	23,066,261	109,098,446
1957	12,191,492	22,372,538	111,792,230
1958	11,762,100	21,274,194	76,681,513
1959(1)	21,221,280	27,506,024	70,906,331
1960(2)	20,310,346*	29,249,689*	91,774,624
1961(3)	23,417,720*	31,454,803*	81,038,081
1962(4)	25,593,600*	35,406,305*	80,390,362

Source: Dominion Bureau of Statistics.

* St. Lawrence Seaway Authority.

Percentage growth since opening of Seaway, viz., over 1958 (100%)

	St. Lawrence	Welland
(1)	180.4	129.3
(2)	172.7	137.5
(3)	199.1	147.9
(4)	217.6	166.4

SCHEDULE 9

SUMMARY OF VESSELS AND GROSS REGISTERED TONS BY TYPE

ST. LAWRENCE SEAWAY

1962

Type of Vessel	No. of Vessels	Total Gross Registered Tons	Average Tons per Vessel
Cargo	853	5,432,911	6,369
Cargo-Passenger	125	592,912	4,743
Passenger	9	18,996	2,111
Tanker	113	629,288	5,569
Barge	335	217,825	650
Tug	245	51,794	211
Government	152	42,717	281
Naval	30	37,243	1,241
Other Craft	66	8,157	124
TOTAL	1,928	7,031,843	3,647

SCHEDULE 10

ST. LAWRENCE SEAWAY TRAFFIC

SUMMARY

1960

Province or Area	Estimated Dollar Value	
	To	From
	\$	\$
Newfoundland	9,487,000	11,043,000
Prince Edward Island	976,000	
Nova Scotia	10,870,000	8,910,000
New Brunswick	2,216,000	490,000
Quebec	266,396,000	195,520,000
Ontario	505,976,000	453,735,000
Manitoba	80,739,000	92,766,000
Saskatchewan	9,137,000	273,430,000
Alberta	71,000	41,753,000
British Columbia	489,000	1,549,000
United States	374,025,000	731,837,000
Foreign	866,672,000	316,020,000
TOTAL	2,127,053,000	2,127,053,000

SCHEDULE 11

ST. LAWRENCE SEAWAY TRAFFIC

SUMMARY

1961

Province or Area	Estimated Dollar Value	
	To	From
	\$	\$
Newfoundland	12,029,000	8,545,000
Prince Edward Island	527,000	
Nova Scotia	6,775,000	11,078,000
New Brunswick	1,056,000	570,000
Quebec	270,577,000	224,726,000
Ontario	622,756,000	501,662,000
Manitoba	41,999,000	114,869,000
Saskatchewan	9,340,000	400,809,000
Alberta	933,000	34,540,000
British Columbia		187,000
United States	408,649,000	847,652,000
Foreign	1,107,643,000	337,646,000
TOTAL	2,482,284,000	2,482,284,000

SCHEDULE 12

ST. LAWRENCE SEAWAY TRAFFIC

SUMMARY

1962

Province or Area	Estimated Dollar Value	
	To	From
	\$	\$
Newfoundland	12,480,000	11,771,000
Prince Edward Island	1,284,000	
Nova Scotia	10,176,000	13,840,000
New Brunswick	1,421,000	328,000
Quebec	252,302,000	237,200,000
Ontario	629,345,000	465,358,000
Manitoba	71,935,000	100,417,000
Saskatchewan	512,000	294,164,000
Alberta		44,278,000
British Columbia		
United States	481,802,000	974,022,000
Foreign	1,121,796,000	441,675,000
TOTAL	2,583,053,000	2,583,053,000

SCHEDULE 13

LETTER FROM CLAUDE JODOIN TO THE PRIME MINISTER

May 23, 1962.

Rt. Hon. J. G. Diefenbaker, P.C., Q.C., M.P.,
Prime Minister,
East Block,
OTTAWA, Ontario.

Dear Mr. Prime Minister:—

We are writing you with regard to the critical situation which has developed in shipping on the Great Lakes. Already a number of people have suffered serious personal injury and the lives of many others have been threatened. We are asking that your Government take immediate steps to halt the reign of terror that now prevails and to assure Canadian seamen of their democratic rights.

The circumstances to which we refer flow from the disgust of a number of Canadian seamen with actions of the Seafarers' International Union of Canada, or the Seafarers' International Union, Canadian District, which previously represented them. In an effort to establish a decent union operated on their behalf, the seamen have given support to the Canadian Maritime Union which is now affiliated to the Canadian Labour Congress. The Canadian Maritime Union has carefully followed every detail of the law; has been certified by the National Labour Relations Board to represent the seamen on certain vessels; and has negotiated agreements with the owners of these and other vessels. These seamen are working under union-negotiated contracts which are better than those of the SIU.

It appears obvious that a campaign of reprisal and intimidation has been launched against members of the C.M.U. This campaign appears to be well organized and seems to have as its objective the frustration of the legitimate trade union objectives of the C.M.U.

While some of the incidents to which we refer have received public attention and may have come to your notice, the full extent of the violence now prevailing on the lakes can only be realized when the list of crimes is consolidated.

We list these incidents below for your information:

- About April 10—Two sailors, CMU members, were beaten up at the Lakehead.
- April 14 —The offices of the Fort William-Port Arthur and District Labour Council were broken into and ransacked.
- About April 21—Four sailors, CMU members, were set upon in Montreal.
- April —The offices of the United Steelworkers at Port Colborne were entered and ransacked.

- April and early May —A flood of obscene telephone calls were received by Secretaries in the Toronto offices of the Canadian Labour Congress.
- May 1 —Two more sailors, members of the CMU, were attacked at the Lakehead.
- May 2 —Fred Neubauer, President of Local 7000 (Great Lakes Division) United Steelworkers, Cleveland, Ohio, was visited in his office by a man who claimed to be a sailor. Later this man entered Neubauer's home and viciously attacked him. Neubauer is still hospitalized.
- May 7 —Two CMU members, a sailor and his wife, a cook, were beaten at Three Rivers, Que.
- May 9 —A ship company employee and his wife were attacked on the steps of their home at Three Rivers, Que. The man received fractured legs and ribs. We are informed that they were saved from further injury by the fact that the bat with which they were struck broke.
- May 10 —Two union officials, one CMU, and one CLC, were harassed on the highway while driving from Port McNicoll to Toronto. Two cars trailing them were eventually stopped by the Ontario Provincial Police on the complaint of our representatives. Incidentally, three of the four men in two cars were identified as SIU port agents—Gagné, Hounsell and Jacobson.
- May 10-11 —Car loads totalling up to 50 men invaded Three Rivers, Que., following the issuance of an injunction to prohibit interference with the handling of a ship manned by a CMU crew. Subsequently 31 of these men were arrested on various charges. Mayor J. A. Mongrain of Three Rivers and Mrs. Mongrain have received telephoned threats.
- May 20 —The ship JAMES NORRIS, manned by a CMU crew, was harassed by three small boats at Toledo, Ohio. This action was in direct violation of a court injunction. A police craft rammed one of the three boats, swamped a second, and took the third into custody. Several men were arrested. Later, snipers with high-powered rifles twice fired at the JAMES NORRIS. One bullet lodged near a port-hole in the captain's cabin. The judge who issued the injunction referred to above has received telephoned threats.
- May 21 —Two men broke into the home of Alfred Scavarelli, a shipping company official at Fort William, and attacked him with clubs. Hospital officials today describe Mr. Scavarelli's condition as "fair".
- May 22 —Shots were fired at Michael Sheehan, President of the CMU, outside his home at Pointe St. Charles, Que.

We do not suggest that the above recital of crime, violence, intimidation and outright violation of the law is by any means complete. We think it is sufficient to indicate to you the urgent necessity for action to restore order. As you are well aware, the Canadian Labour Congress has, on many occasions, gone on record as defending the right of workers to engage in peaceful and orderly picketing. The activities referred to are not peaceful, not orderly, and are in direct violation of trade union practices; inasmuch as they interfere with the rights of seamen who have complied with every specification of the law of our country. Furthermore, the incidents outlined above make it abundantly clear that the whole matter has now taken on serious international significance.

We therefore ask that, in addition to taking all possible steps to end violence, restore order and protect the safety of individuals involved, you cause to be undertaken a full-scale inquiry covering two aspects of this disgraceful situation:

- (A) The series of criminal acts that followed the decision of Canadian seamen to establish the Canadian Maritime Union and that have imperiled and continue to imperil the lives of members of this organization, their families, and others assisting them in exercising their legal rights;
- (B) The whole matter of the structure, policy, operation and finances of the organization known as the Seafarers' International Union of Canada or the Seafarers' International Union, Canadian District.

I would call your attention to the fact that much of the violence and intimidation referred to has taken place in the United States and has been directed against Canadian citizens and a Canadian company going about their legitimate business. While the United States authorities are evidently trying to afford Canadian nationals some protection, the Canadian Labour Congress feels that the Canadian government should register a strong protest to the President of the United States and demand an end to this lawlessness which jeopardizes the lives of Canadian citizens.

Because of the scope of this matter, we are taking the liberty of sending copies of this letter to your colleagues, the Minister of Justice and the Minister of Labour. We are also making it public.

May I again impress on you the urgency of this situation if further violence, injuries and possible loss of life are to be avoided.

Yours very truly,

Claude Jodoin,
President.

CJPMC

CC. Minister of Justice

CC. Minister of Labour

BY HAND

SCHEDULE 14

LETTER FROM CLAUDE JODOIN TO THE MINISTER OF JUSTICE

June 20, 1962.

The Hon. Davie Fulton, P.C., Q.C., M.P.,
Minister of Justice,
House of Commons,
OTTAWA, Ont.

Dear Mr. Fulton:

Further to my letter of May 23rd, addressed to Prime Minister Diefenbaker, copy of which you have received, and your subsequent reply on the subject of the critical situation on the Great Lakes, I am pleased to learn that the Prime Minister referred the matter to you for appropriate action. You will recall our brief conversation during my recent visit to Vancouver on the same issue, in which you indicated your active concern. I therefore wish to advise you of the following additional incidents which occurred since my letter of May 23rd:

May 29th—Five gun shots were fired at the ship BRUCE ANGUS in Buffalo Harbour.

June 7th—The residence of Captain John Brennan, at Thorold, Ontario, was splattered with paint.

June 7th—Daniel J. Heinbecker, a member of the BRUCE ANGUS crew, was attacked on a Montreal street.

June 16th—Captain John Bissett, of the VICTORIOUS, was attacked on a Toledo street, and then I was informed this morning that John MacNamara, President of Local 212, Canadian Brotherhood of Railway, Transport and General Workers, (Welland Ship Canal employees) had been attacked by two thugs in St. Catharines yesterday. He is in very serious condition, thirty-two stitches being required to close his wounds.

I wish to emphasize, Mr. Minister, that the workers on the Canal are employees of the Federal Government and it has jurisdiction in all matters relating to them. If there has been any hesitation in initiating action on this extremely serious problem because of a question of jurisdiction, although I don't believe there should be any, this latter case is clearly a Canadian Government responsibility.

Because of the urgency of the situation, and in order to avoid further violence, injuries and possible loss of life, I would again strongly urge that an investigation be made at once not only into this particular case, but into all others listed in my communication to the Prime Minister, the Minister of Labour, and yourself, on May 23, 1962.

Yours very truly,

Claude Jodoin,
President.

CJ:MC

CC. Prime Minister J. G. Diefenbaker
Minister of Labour M. Starr

SCHEDULE 15

LETTER FROM THE MINISTER OF JUSTICE TO CLAUDE JODOIN

Ottawa-4, June 27, 1962.

Claude Jodoin, Esq.,
President,
Canadian Labour Congress,
100 Argyle Avenue,
Ottawa, Ontario.

Dear Mr. Jodoin:

Thank you for your further letter of June 20 regarding the situation on the Great Lakes. I am sorry for the delay in replying to your letter but I am sure you will understand why I was not able to give it my attention until now.

As I explained to you in my previous letter, the constitutional and legal position is clear that the primary responsibility for the maintenance of law and order and the protection of property rests with provincial authorities. The acts complained of are in the nature of offences against the Criminal Code and any investigations and prosecutions in respect thereof are matters to be undertaken by local police authorities and provincial Crown Attorneys.

The fact that persons involved may be employed by the federal government, or may be employed in businesses or industries that come within the jurisdiction of the Parliament of Canada, does not alter the situation regarding law enforcement as indicated above, and does not confer on the federal government any jurisdiction or responsibility with respect to ordinary criminal offences in which any such persons may be involved.

There is no problem or dispute concerning jurisdiction in relation to the enforcement of the Criminal Code in the present instance. As I have stated, this is entirely a matter for the provincial authorities and I am sure that if you were to consult with them they would concur in this view.

Yours sincerely,

(Signed) "E. D. Fulton
KK"

P.S. Signed on behalf of the Minister and sent in his absence.

SCHEDULE 16

TELEGRAM FROM ELROY ROBSON TO THE PRIME MINISTER

CANADIAN NATIONAL TELEGRAPHS

Charge Account No.: 2-200-45180

Time and Date Filed
12 Noon, June 20, 1962.

Company	CBRT & GW,
Address	230 Laurier Ave. W.,
City	Ottawa 4, Ont.

Prime Minister John Diefenbaker,
Ottawa, Ontario.

YOU WILL HAVE BEEN INFORMED OF THE VICIOUS ASSAULT UPON JOHN MCNAMARA, PRESIDENT OF THE WELLAND CANAL EMPLOYEES' LOCAL OF THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS AND OF OUR RENEWED REQUEST TO THE MINISTER OF LABOUR FOR A JUDICIAL ENQUIRY INTO GANGSTERISM AND ORGANIZED CRIMINAL ACTIVITY AMONG MARITIME LABOUR ON THE GREAT LAKES. THE LABOUR MOVEMENT IS UNABLE TO COPE WITH THE PROBLEM OF MOUNTING VICIOUS PERSONAL ATTACKS UPON MARITIME WORKERS ON BOTH SIDES OF THE GREAT LAKES BUT ORGANIZED AND CONTROLLED IN CANADA AND WE BELIEVE WE HAVE THE RIGHT TO EXPECT GOVERNMENT ACTION. AS CANADA'S LARGEST NATIONAL UNION AND AS A UNION WHICH HAS ACTED THROUGHOUT THE YEARS ACCORDING TO THE TENETS OF RESPONSIBLE CITIZENSHIP WE CALL UPON YOU FOR THAT ACTION.

Elroy Robson,
National Vice-president.

SCHEDULE 17

LETTER FROM THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS TO CLAUDE JODOIN

Ottawa, June 29, 1962.

Dear Mr. Jodoin,

In view of the active concern of the Canadian Labour Congress in the developments which are taking place on the Great Lakes as a result of the dispute between the Upper Lakes Shipping Ltd. and the Seafarers' International Union, I thought it might be useful to you if I were to give an account of the steps which have been taken on the international level to inform and make representations to United States authorities. A résumé of this is accordingly given here below:

(a) In March of this year appropriate and detailed oral representations were made to the State Department by the Canadian Embassy, Washington, concerning the question of the National Labour Relations Board's jurisdiction in the case of the S.S. "Northern Venture", specifically concerning the complaint of unfair labour practices lodged in Chicago against Upper Lakes Shipping Ltd. by the Seafarers' International Union;

(b) During May officers of the Canadian Embassy in Washington were in frequent informal contact with the United States authorities concerning reported episodes of violence against crew members and ships of Upper Lakes Shipping Ltd.;

(c) On June 6 the Canadian Ambassador in Washington presented to the State Department a Note on this subject drawing formally to the attention of the United States Government reported acts of violence in Toledo on May 20 and in Buffalo on May 29. The Note requested an investigation of these reports and concluded by asking that, if these reports proved to be substantially correct the United States Administration would take such further action as might be within its power to safeguard the lives and property of the Company and its Canadian employees and to ensure conditions which would enable them to carry on their peaceful and lawful business within the United States;

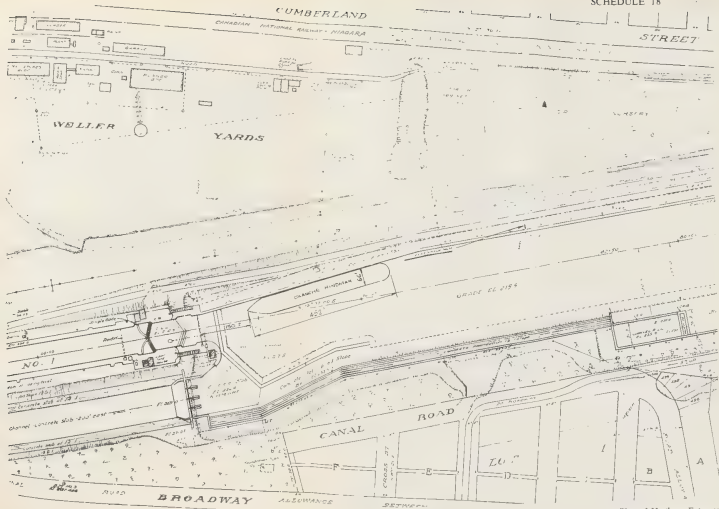
(d) All these representations, both informal and formal, were sympathetically received by the United States authorities who made clear that they were very alert to the dangers inherent in the situation;

(e) On June 22 a further Aide Memoire was sent to the United States authorities regarding another reported episode of violence in Toledo on June 16.

I am sure the account given above will make quite clear to you the gravity with which this Government regards these incidents. I am sending a similar letter, for their information, to Mr. Leitch, President, Upper Lakes Shipping Ltd. and to Mr. W. J. Smith, National President, Canadian Brotherhood of Railway, Transport and General Workers.

Yours sincerely,
(Signed) "H. C. Green"

Claude Jodoin, Esq.,
President,
Canadian Labour Congress,
100 Argyle Ave.,
OTTAWA.



Plan of Northern Entrance
of Lock 1, Welland Canal.

SCHEDULE 19



Lock 1, Welland Canal, with Limit of Approach sign in foreground.

SCHEDULE 20



Lock 1, Welland Canal and Approach with S.S. Blanche Hindman blocking Canal,
July 5th, 1962.

SCHEDULE 21



Lock 1, Welland Canal and Approach showing the S.S. Blanche Hindman,
July 6th, 1962.

SCHEDULE 22

MTD PORT COUNCILS IN CANADA

THOROLD

President	Herb Ingram	Operating Engineers
Vice Pres.	Paul Gagne	SIU
Secretary	Don Amyot	Teamsters
International Union of Operating Engineers	}	MEMBER UNIONS
Seafarers' International Union of Canada		
International Brotherhood of Teamsters		
International Longshoremen's Association		

TORONTO

President	Joe McLory	Operating Engineers
Vice Pres.	Bill Menard	ILA
Secretary	H. Jacobsen	SIU
International Union of Operating Engineers	}	MEMBER UNIONS
Seafarers' International Union of Canada		
International Brotherhood of Teamsters		
International Longshoremen's Association		

FORT WILLIAM

President	Bill Glasgow	SIU
Vice Pres.	Steve Jensen	Hod Carriers
Secretary	W. Korcheski	Pulp & Sulphite
Seafarers' International Union of Canada	}	MEMBER UNIONS
International Brotherhood of Teamsters		
Pulp & Sulphite Workers		
Carpenters		
Hod Carriers, Building & Common Laborers		

VANCOUVER

President	R. Lenfesty	Teamsters
Vice Pres.	A. O'Keefe	IBEW
Secretary	R. Heinekey	SIU

Seafarers' International Union of Canada
International Brotherhood of Teamsters
International Brotherhood of Electrical Workers
Bakery Salesmen's Union Local 189
Boilermakers Local 359
Building Service Employees International Union
International Union of Operating Engineers
Cab Drivers Union Local 151 (IBT)

MEMBER UNIONS

SCHEDULE 23

LABOUR UNION AFFILIATIONS IN CANADA

SCHEDULE 24

DETAILS OF LIAISON BETWEEN AFL-CIO AND C.L.C. AND
PARTICULARS OF M.T.D. AFFILIATIONS

Unions Affiliated to Canadian Labour Congress Only

Industry and Craft/Professional Workers International Union of America
International Longshoremen's and Warehousemen's Union
Canadian Air Line Flight Attendants Association
Canadian Brotherhood of Railway Transport and General Workers
Canadian Merchant Seafarers Guild
Canadian Postal Employees Association
Canadian Railway Mail Clerks Federation
Canadian Seafarers Union
National Association of Marine Engineers of Canada
Federation of Authors and Artists of Canada
Federation of Letter Carriers
Aeronautics Federation
National Union of Public Employees
National Union of Public Service Employees
Shipyards General Workers Federation of U.C.
I.C. Dept. Sea Fishermen's Union
I.C. Federation of Peace Officers
Seafarers West Coast Ship Employees Association
Canadian Maritime Union

Canadian Labour Congress - American Federation of Labour and Congress of Industrial Organizations (AFL-CIO)

Air Line Dispatchers Association
American Guild of Variety Artists
International Association of Book Press Insulators and Ammunition Workers
United Automobile, Aircraft and Agricultural Implement Workers of America
International Union of Barbers, Hairdressers and Cosmetologists of America
International Brotherhood of Bookbinders
Book and Sheet Workers' Union
United Brewery, Flour, Cereal, Soft Drink and Distillery Workers
International Union of Bricklayers, Masons and Plasterers of America
United Brick and Clay Workers of America
National Association of Broadcast Employees and Technicians
International Union of Building Service Employees
International Chemical Workers Union
Clare Weaver International Union of America
Amalgamated Clothing Workers of America
Communications Workers of America
International Union of Electrical, Radio and Machine Workers
International Union of Elevator Constructors
United Garment Workers of America
International Ladies Garment Workers Union
United Glass and Ceramic Workers of North America
Glass, Bottle Blowers Association of the United States and Canada
United Hatery, Cap and Millinery Workers International Union
Hotel and Restaurant Employees and Bartenders' International Union
International Jewellery Workers Union
Leather Workers' International Union of America
Brotherhood of Locomotive, Firemen and Enginemen
Brotherhood of Maintenance of Way Employees
International Union of Hosiery, Wire and Metal Lathers
Metal Polishers, Buffers, Platers and Helpers International Union
International Rubber and Allied Workers Union
American Federation of Musicians
American Newspaper Guild
United Postgraders, Food and Allied Workers
United Papermakers and Paperworkers Union
Pattern Makers' League of North America
International Photo Engravers Union of North America
Operative Plasterers and Cement Masons International Association
International Brotherhood of Operative Plasterers
International Plate Printers, Die Stampers and Engravers Union of North America
International Printing Pressmen's and Assistants Union of North America
International Brotherhood of Pulp, Sulphite and Paper Mill Workers of U.S. and Canada
The Order of Railroad Telegraphers
The Brotherhood of Railroad Trainmen
Brotherhood of Railway Carmen of America
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees
Retail, Wholesale and Department Store Union
United Rubber, Cork, Linoleum and Plastic Workers of America
International Association of Signographers
Brotherhood of Railroad Signalmen
International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of U.S. and Canada
United Van Workers of America
International Shorthandtypers Union of North America
United Steel and Allied Products Workers of North America
Journemen's Association of North America
Amalgamated Association of Street and Electric Railway Employees of America
Telecommunications Union of North America
United Textile Workers of America
Textile Workers' Union of America
Tobacco Workers' International Union
International Typographical Union
International Union of Woodworkers of America

Independent Unions not affiliated to AFL-CIO or CIO

International Brotherhood of Teamsters, Chauffeurs and Warehousemen's Union
United Electrical, Radio and Machine Workers of America
International Union of Mine, Mill and Smelter Workers
Confederation of National Trade Unions
National Council of Canadian Labour

AFL-CIO Unions, not affiliated to CIO, affiliated to Maritime Trades Department AFL-CIO

American Federation of State, County and Municipal Employees
International Organisation of Masters, Mates and Pilots
International Union of Operating Engineers
National Marine Engineers Beneficial Association
Seafarers' International Union of North America

Affiliated to AFL-CIO Only

Allanore Workers International Union
American Bakery and Confectionery Workers International Union
International Alliance of Mill Workers, Millers and Shovelers of U.S. and Canada
International Broom and White Workers Union
Carpenters International Union of North America
International Union of Doll and Toy Workers of U.S. and Canada
Flight Engineers International Association
United Furniture Workers of America
Window Glass Outlets League of America
American Film, Glass Workers Union
American Federation of Government Employees
Granite Cutters International Association of America
International Union of Journeymen Horse Shoers of U.S. and Canada
African Federation of History Workers
International Union of Allied Industrial Workers of America
Tennessee Workers International Union
National Association of Letter Carriers
International Association of Mobile, State and Stone Polishers, Rubbers and Sowers, Tiles and Marble Setters Helpers and Tennesse Helpers
Industrial Union of Marine and Shipbuilding Workers of America
National Maritime Union of America
National Association of Master Mechanics and Foremen of Navy Yards and Naval Stations
Hellenic Educational Society of America
Brotherhood of Shipping Cab Porters
National Federation of Post Office Motor Vehicle Employees
National Association of Post Office and Postal Transportation Services, Mail Handlers, Watchmen and Messengers
United Federation of Postal Clerks
American Radio Association
Railway Patrolmen's International Union
American Railway Supervisors' Association
United State, Tile and Composition, Roofers, Gump and Waterproof Workers Association
United Shoe Workers of America
National Association of Special Delivery Messengers
Shoe Makers International Union
American Federation of Teachers
American Train Dispatchers Association
United Transport Service Employees of America
Transport Workers Union of America
Utility Workers Union of America
Railroad Telegraphers of America

Unions Affiliated to AFL-CIO Maritime Committee

National Maritime Union and
their Affiliates: Brotherhood of Marine Officers, United Marine Division
American Radio Association
Locals 5000 and 1050, United Steelworkers of America
Industrial Union of Marine and Shipbuilding Workers

AFL-CIO Unions affiliated to Maritime Trades Department AFL-CIO

Laundry and Pressing International Union
Amenities - Meat Cutters and Butcher Workers of North America
American Federation of Grain Millers
American Federation of Technical Engineers
Brotherhood of Painters, Decorators and Paperhangers of America
The Commercial Telegraphers Union
Distillery Distilleries Mass and Allied Workers International Union
International Association of Bridge/Structural and Ornamental Iron Workers
International Association of Fire Fighters
International Association of Machinists
International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers
International Brotherhood of Electrical Workers
International Brotherhood of Firemen and Oilers
International Van Carriers, Building and Common Laborers' Union of America
International Leather Goods, Plastics and Novelties Workers Union
International Longshoremen's Association
Office Employees International Union
Oil, Chemical and Allied Workers International Union
Retail Clerks International Association
Sheet Metal Workers International Association
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of U.S. and Canada
United Brotherhood of Carpenters and Joiners of America
United Glass, Glass and Crown Workers International Union
Upshatters' International Union

UNITED STATES

EXECUTIVE COMMITTEE

AFL-CIO

George Neany (Plumbers)
 Walter F. Reuther (Auto)
 Jerome N. Harrison (Railway & Steamship Clerks)
 James E. Carey (Int'l Electrical Workers)
 Harry C. Bates (Bricklayers)
 David J. McDonald (Steelworkers)
 David Dubinsky (Ladies Garment)
 Wm. F. Schnitzler (Bakery)

LIAISON COMMITTEE

AFL-CIO

Wm. Schnitzler (Bakery)
 Richard Walsh (Theatrical & stage)
 Joe Beirne (Communications)

CLC

Donald MacDonald (Woodworkers)
 Frank Hall (Railway & Steamship Clerks)
 Wm. Mahoney (Steelworkers)

CANADA

EXECUTIVE COMMITTEE

CLC

Claude Jodoin (Ladies Garment)
 Donald MacDonald (Woodworkers)
 Wm. Dodge (Railway Transport & General Workers)
 Joe Morris (Woodworkers)

UNIONS AFFILIATED TO MARITIME TRADES DEPARTMENT

Amalgamated Meat Cutters and Butcher workmen of North America
 American Federation of Grain Millers
 American Federation of Technical Engineers
 Brotherhood of Painters, Decorators and Paperhangers of America
 The Commercial Telegraphers Union
 Distillery, Rectifying Wine and Allied Workers International Union
 International Association of Bridge, Structural and Ornamental Iron Workers
 International Association of Fire Fighters
 International Association of Machinists
 International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers
 and Helpers
 International Brotherhood of Electrical Workers
 International Brotherhood of Firemen and Oilers
 International Hod Carriers, Building and Common Labourers Union of America
 International Leather Goods, Plastics and Novelty Workers Union
 International Longshoremen's Association
 Office Employees International Union
 Oil, Chemical and Atomic Workers International Union
 Retail Clerks International Association
 Sheet Metal Workers International Association
 United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting
 Industry of U.S. and Canada
 United Brotherhood of Carpenters and Joiners of America
 United Cement, Lime and Oppum Workers International Union
 Upholsterers International Union

AFFILIATED TO AFL-CIO ←

→ AFFILIATED TO CLC

Laundry and Drycleaning International Union
 American Federation of State, County and Municipal Employees
 International Organization of Masters, Mates and Pilots
 International Union of Operating Engineers
 National Marine Engineers Beneficial Association
 Seafarers International Union of North America

NOTE

Most MTD affiliates have affiliated only a portion of their total membership -
 e.g. only those directly involved in marine activities.

SCHEDULE 25

CANADA LABOUR RELATIONS BOARD REASONS FOR JUDGMENT

Between:

Seafarers' International Union of North America, Canadian District,	Applicant and Intervener,
—and—	

Canadian Merchant Service Guild, Inc.,	Applicant and Intervener,
—and—	

National Sand & Material Company, Limited,	Respondent.
--	-------------

Seafarers' International Union of North America, Canadian District,	Applicant,
—and—	

Upper Lakes Shipping Ltd., Scott Misener Steamships Ltd., N. M. Paterson & Sons, Limited, Hall Corporation of Canada, National Sand & Material Company, Limited Dominion Steel and Coal Corporation (Dominion Shipping Division), The Algoma Central and Hudson Bay Railway Company,	Respondents,
—and—	

National Association of Marine Engineers of Canada, Inc., (Great Lakes and Eastern District),	Intervener,
—and—	

Canadian Brotherhood of Railway, Transport and General Workers,	Intervener.
--	-------------

The Board consisted of Mr. C. R. Smith, Chairman, and Messrs. A. H. Balch, E. R. Complin, A. J. Hills, and A. C. Ross, members.

The Judgment of the Board was delivered by the Chairman.

Reasons for Judgment

The foregoing applications for certification of bargaining agent first came before the Canada Labour Relations Board at a hearing held by the Board in the Confederation Building in the City of Ottawa, Ontario on the 15th and 16th days of December 1960, the Board being unable to reach decisions in respect of them

at that time. The applications were further dealt with at a hearing of the Board on the 3rd day of March, 1961, following which the Board ordered that in respect of each company supervised votes of the employees affected by the several applications be taken, for the purpose of determining the wishes of the said employees of each company as to which union should represent them in respect of labour relations with their employing company.

The several votes were taken but before the Board could consider the results an application for a further hearing was made to the Board by National Association of Marine Engineers, alleging fraud on the part of the Seafarers' International Union of North America, Canadian District, affecting all of the foregoing applications for certification of bargaining agent.

This request was granted and the hearing was held in the Confederation Building in Ottawa on Thursday, the 15th day of June, 1961, at 10 o'clock in the morning. In view of the serious character of the allegations made against the Seafarers' International Union all witnesses were sworn before giving evidence.

The evidence in support of the allegations of fraud was given by John J. Wood and Michael J. Sheehan. Mr. Wood is a licensed engineer and from October, 1958, till April, 1961, had been the Director of the Licensed Division of the Seafarers' International Union of North America, Canadian District (sometimes referred to herein as the S.I.U.). Prior to that, from some time in the latter half of 1957 till October, 1958, he had been an agent of the National Association of Marine Engineers (sometimes referred to herein as the N.A.M.E.). Mr. Sheehan had been employed by the Seafarers' International Union from 1949 till November, 1960, as a patrolman and organizer. The evidence is not clear as to whether Mr. Wood quit his employment with the S.I.U. or was dismissed by Mr. Hal C. Banks, the secretary-treasurer of that union. Mr. Sheehan was apparently dismissed by Mr. Banks. In both cases there were differences between these men and Mr. Banks, who was referred to by both of them as a dictator. Mr. Wood was a witness on behalf of the S.I.U. at the hearings of December 15 and 16, 1960, and March 3, 1961. At this hearing of June 15, 1961 he swore that much of his evidence at the previous hearings had been false, that he had found it easy to lie because he thought he was helping the engineers, but that now, June 15, 1961, he was under oath and was telling the truth.

The first matter involving alleged fraud about which Mr. Wood gave evidence on June 15, 1961, was the amalgamation of the National Association of Marine Engineers, East Coast District, with the S.I.U., which the Board had previously been told occurred in the autumn of 1958.

Prior to September 1958 it appears that Mr. Wood, then an official of N.A.M.E., had been in touch with Mr. Banks. His evidence may be summarized as follows: On the instructions of Mr. Banks, he and his assistant in N.A.M.E. Mr. Peter Scrage, called a meeting of engineer members of N.A.M.E., East Coast District, which was held on September 29, 1958, at the N.A.M.E. office at 484 McGill Street, Montreal. Not more than 24 hours notice of the meeting had been given and the meeting was attended by 15 men, which number is confirmed

by the minutes of the meeting (Exhibit 1), out of about 600 engineers in the East Coast District of N.A.M.E.

The minutes of the meeting further record a motion, as follows:

"That a referendum ballot be taken by the engineers in the Eastern District of their desire in regard to amalgamation with the S.I.U. Carried unanimously."

The ballot was to be completed by and the votes counted on the 21st of October.

Following the meeting, according to Mr. Wood's evidence, a form was prepared by Mr. Leonard McLaughlin, an official of the S.I.U., consisting of a letter to the engineers with a ballot question at the bottom on which they could vote in favour of amalgamation or against it. A quantity of these ballot forms was run off in the office of the S.I.U., and were brought to Mr. Bank's office, where Messrs. Banks, McLaughlin, Sheehan and Wood were present. Each of these four men marked a number of the ballots, about sixty in all, in favour of amalgamation with the S.I.U. Mr. Wood placed these sixty ballots in envelopes and sealed them, and then put the envelopes in a shoe box at the N.A.M.E. office at 484 McGill Street, Montreal.

Mr. Wood then sent sufficient ballot forms to N.A.M.E. agents at the Head of the Lakes and Thorold, Ontario, with instructions to have the engineers vote, place the ballots in envelopes and return them to Mr. Wood. Between 100 and 150 ballots were returned. According to Mr. Wood, the ballot was taken for show purposes, to give the impression that the vote was being taken democratically. No real effort was made to contact all of the engineers. Mr. Banks had directed what the outcome of the ballot should be. The ballots were in plain white envelopes, so that they could be taken out and rejected if not satisfactory, and a suitable number made up. They were in fact opened by Mr. Wood and Mr. Scragge.

Mr. Wood and Mr. Scragge then marked enough ballots to produce the desired result, including the 60 that had been marked in Mr. Banks' office and those returned by the N.A.M.E. agents. The ballots were counted by a balloting committee of four, including Mr. Scragge, who was the only member of the committee who knew how they had been marked.

The result was exactly as planned, 301 in favour of amalgamation and 50 against amalgamation with 7 spoiled ballots.

Mr. Wood had never done this sort of thing before, and had to be instructed on the procedure.

The balloting affected the engineers employed by the companies involved in these applications, and by many other companies.

The result of the vote, secured in this way, was then used to show both the engineers and the companies that an amalgamation had taken place, to persuade the engineers to sign cards designating the S.I.U. as the union to which the companies should pay dues checkoff, and to try to induce the companies to sign collective bargaining agreements with the S.I.U. affecting the engineers.

Mr. Sheehan's evidence confirmed that of Mr. Wood concerning the marking of ballots by Messrs. Banks, McLaughlin, Wood and himself in Mr. Banks' office. On Mr. Banks' instructions he showed Mr. Wood how to mark the ballots. He also stated that this sort of thing had been done many times when applying for certification or when taking a vote to accept or reject a recommendation made by a conciliation board.

Mr. McLaughlin gave evidence denying that he had had anything to do with marking ballots, as alleged, in Mr. Banks' office. He stated that he had helped to draw up the ballot and to revise a draft of it but had never seen it again. He also gave evidence to prove that he could not have had anything to do with this alleged episode. His evidence was that on the next day he went to Ottawa for a case before this Board on Thursday, that he stayed over for the Friday and went back to Montreal. He was ill during the trip and on the morning after his return to Montreal he was unable to get up. His wife called a Dr. Dickinson who told her to bring him right down to the hospital. He entered the hospital on either October 3rd or 4th, and was there until the second week in November.

Following the hearing of June 15th, 1961, counsel for the S.I.U. forwarded to the Board copies of certain documents in support of Mr. McLaughlin's evidence, as follows:

1. A receipt dated September 30th for \$3.50 given by the Prescott Hotel, Ottawa, to Mr. McLaughlin "for room".
2. A receipt dated October 4th, 1958, for \$8.00 given by Dr. Albert Day made out to Leonard McLaughlin for "office call".
3. Records showing that Mr. McLaughlin had been in the Montreal General Hospital from October 8th, 1958, to some date in November.

These documents show several discrepancies with Mr. McLaughlin's oral evidence. September 30th, 1958, was a Tuesday. The records of the Board show that Mr. McLaughlin was present at a meeting on October 1st. Mr. McLaughlin stated he arrived at the motel about 1 a.m., apparently on October 1st, the same day as the meeting of the Board. The receipt appears to have been for a room on the night only, September 30th-October 1st. As October 1st was a Wednesday it seems that in fact Mr. McLaughlin was mistaken about returning to Montreal on Friday and that he did return there on Wednesday or perhaps Thursday. Of greater significance is the documentary evidence submitted on his behalf, which does not relate to a telephone call to a Dr. Dickinson, which indicates that Mr. McLaughlin did not enter hospital on the 3rd or 4th of October, that he made an office call on Dr. Day on October 4th and did not enter hospital till October 8th. The evidence of Mr. Sheehan was that the marking of ballots took place in Mr. Banks' office during the first week of October. Mr. Wood did not specify the exact date but from his evidence it is clear he must have been referring to a period around the first of October.

From the foregoing review of the evidence it is obvious that Mr. McLaughlin could have been present on the alleged occasion. His evidence tendered to prove he could not have been present breaks down completely.

The second matter involving alleged fraud about which Mr. Wood gave evidence on June 15, 1961, has direct reference to the applications before the Board filed by the S.I.U. When these applications were filed in the latter half of 1960 the usual investigation as to union membership of the affected employees was made in each case. The S.I.U. records with respect to several of the companies contained no signed applications for membership, though during some periods dues had been received by the union by way of checkoff. The Board's Investigating Officer was informed by the S.I.U. that the union destroyed applications for membership after one year and that in these cases they had been destroyed. At the hearing of March 3, 1961, Mr. Wood and Mr. McLaughlin gave evidence that this was the fact and that in any event these engineers had become members of the S.I.U. by the amalgamation in October 1958. The Board could not understand why the S.I.U. with long experience of the Board's rules concerning membership, would destroy membership applications, and no satisfactory reason was given to the Board. At the June 15th, 1961, hearing Mr. Wood swore that in these cases no applications for membership had ever been received. This was so in respect of Algoma Central and Hudson Bay Railway Company, Upper Lakes Shipping Ltd., Scott Misener Steamships Ltd., N. M. Paterson & Sons Limited and Hall Corporation of Canada.

Mr. Wood, who during the period in question was Director of the Licensed Division of the S.I.U., was questioned further on June 15th concerning membership and the payment of union dues by engineers employed by the other two companies affected by these applications during the three month period prior to the filing of the respective application as required by Rule 15 of the Board's regulations. His evidence is summarized as follows:

Re Dominion Steel and Coal Corporation—Out of 9 men in the proposed bargaining unit only 2 had paid dues. As an alternative to payment of dues, Rule 15 permits payment of the union's initiation fee in an amount at least equal to one month's dues, during the said three months. Mr. Wood said that Dosco's engineers had signed applications for membership and paid an initiation fee of \$5.00 fourteen or fifteen months prior to the application. Then in 1960, when it was decided to apply for certification Mr. Wood, with the full permission of Mr. Banks, redated the applications of these men for union membership and caused new receipts for initiation fees to be issued to them in exchange for the old ones, all dated to show payment within the Board's rule. These altered application forms and receipts were the records on which union membership was claimed.

Re National Sand & Material Company, Limited—In an application by the S.I.U. for certification to represent the three mates employed by this company the S.I.U. produced applications for membership signed by all three, one application being undated, the others bearing dates June 21, 1960, and June 28, 1960. Mr. Wood stated that these men had signed applications around two or two and a half years ago, but that to his knowledge no money had ever been received from any of them and that no applications from any of these men had come to his desk in over two and a half years. They would normally have come to his desk. He stated that in the two and a half years two of these mates had become fed up waiting for

the S.I.U. and had steadfastly refused to sign with the S.I.U. He said it was the old applications for membership that Mr. Banks was using now, but he had no knowledge of how the dates in 1960 came to be on the two application forms.

Mr. Sheehan's evidence was that for a few days before the meeting of September 29, 1958, and also subsequent to that date he worked for the S.I.U. on the organization of engineers, mates and masters. With respect to the Scott Misener, Upper Lakes and Paterson companies' engineers he asked Mr. Banks for membership application forms but that Mr. Banks told him:

"You don't need them, we will get it without them before the Labour Board." No membership application forms were made out for engineers of these or other companies, but blue-coloured designation cards for checkoff purposes were obtained by him from engineers (number unstated). During the period of three months or so prior to November 17th, 1960, he was attempting to organize the engineers employed by the Scott Misener, Upper Lakes and Paterson companies. The only thing any of these engineers signed was the blue designation card. He did not ask for nor obtain applications for membership from any of them, nor did he ever receive any initiation fees or membership dues from any of them.

A third matter about which Mr. Wood gave evidence had to do with the hearing of March 3, 1961. At that meeting a large number of men were in attendance. The Board was told, on behalf of the S.I.U. that there were some 120 or 130 of them and that they were engineers supporting the S.I.U. A few of them were called as witnesses and gave evidence indicating support of the S.I.U.

At the hearing of June 15, 1961, Mr. Wood's evidence was that he knew personally 80 to 85 per cent of the engineers employed by the companies involved in the applications before the Board. He said that it was planned by Mr. Banks to have a delegation at the March 3rd hearing, that Mr. Banks instructed the S.I.U. agents at the several port centres to round up what engineers they could to attend the hearing, at the expense of the S.I.U., that the agents were able to secure the attendance of about 25 engineers only, of whom some 15 to 18 were employed by the companies concerned, and that the balance of the 120 or 130 were made up of unlicensed personnel in the Montreal area, on Mr. Banks' orders. He stated that those who gave evidence on March 3rd were called from a list of 10 names he had given to the S.I.U. counsel, these 10 being names of engineers he knew were in favour of the S.I.U.

Mr. Wood was cross-examined at great length but scarcely at all on the evidence described above. The only points in his evidence touched on in cross-examination were the matter of Mr. Banks and Mr. McLaughlin marking ballots in Mr. Banks office in 1958 in connection with the amalgamation vote, and the matter of the 120 to 130 men who were present at the hearing of March 3, 1961. He was questioned briefly on these matters and his evidence was not shaken.

Mr. Sheehan was also cross-examined at length but the cross-examination touched only one point in his evidence as described above, the point of Mr. McLaughlin marking ballots. His evidence was not shaken.

For evidence relating to the amalgamation in 1958, and to membership and payment of dues prior to these applications for certification the S.I.U. relied on the union records submitted to the Board and to the oral evidence given at the earlier hearings. As mentioned above much of this evidence, both documentary and oral, was sworn by Mr. Wood to have been false.

Counsel for the S.I.U. cross-examined Mr. Wood and Mr. Sheehan at length for the purpose of discrediting their evidence and in an attempt to prove their evidence at this hearing of June 15th was motivated by a desire for revenge. Evidence was also introduced that Mr. Wood had stated on more than one occasion that he was going to fix the certification votes ordered by the Board and that he would commit perjury to do so. Mr. J. J. Newton gave three versions of what Mr. Wood said, all of which differed materially except for the words "even if I have to perjure myself". Mr. G. Gauthier mentioned only one form of words as having been used by Mr. Wood, this being the last of the three versions given by Mr. Newton, who preceded him in the witness box. This evidence was repeatedly denied by Mr. Wood under cross-examination. Mr. Wood's own version of what he said on one of the occasions referred to was: "I said I could possibly come before the Board and show the Board where perjury had been committed . . ."

There is no doubt from the evidence as a whole that by the date of the hearing on June 15th, 1961, Mr. Wood and Mr. Sheehan were far from friendly to Mr. Banks and the S.I.U. The evidence indicates that there was some justification for their attitude but the Board deems it unnecessary for the purpose of this decision to examine the evidence in that regard. There is also the fact that in giving evidence on June 15th, Mr. Wood, who was the principal witness against the S.I.U. admitted that at the previous hearings much of his evidence had been false.

The Board has given full and careful consideration to all the foregoing circumstances and facts. The members of the Board, after observing the witnesses on the stand and examining the transcript of their evidence, have come to the conclusion that the evidence of Mr. Wood and Mr. Sheehan is to be preferred to that of the witnesses for the S.I.U. On none of the essential matters involving allegations of fraud was their evidence shaken. On many points they were not cross-examined nor was any new evidence tendered on behalf of the S.I.U.

In the result the Board finds:

1. That the so-called amalgamation vote in 1958 was conducted in a manner fraudulent to the engineers, and that both the engineers and their employing companies were almost certainly misled by the result of the vote so obtained. No claim by the S.I.U. to engineer membership in the union based on this vote can be entertained by the Board.

2. With respect to the employees of five of the companies no applications for membership in the S.I.U. were ever obtained, though union dues were obtained by checkoff from some of these companies by means of designation cards signed by engineers. No union initiation fees were ever

paid by the employees in question. Evidence as to the destruction of application for membership forms was false and was given for the purpose of misleading the Board, and the Board was in fact misled. With respect to the other two companies applications for membership were obtained more than a year before the applications for certification were filed. In the case of one of these companies initiation fees had been paid at that time but only 2 out of 9 employees involved had paid union dues. When the application for certification was to be filed in the autumn of 1960 the application for membership forms were redated and new receipts for initiation fees were issued, in order to show membership in good standing under the Board's rules. In the case of the second of these two companies none of the employees (mates) affected had ever paid any money to the S.I.U. The facts set out in this paragraph constitute acts of fraud against the Board.

3. The great majority of the 120 to 130 men who were brought by the S.I.U. to the Board's hearing of March 3, 1961, were unlicensed personnel, not engineers, as was represented to the Board at that hearing. The bringing of these men to the hearing was an attempt to prove to the Board that the S.I.U. had the support of the great majority of the engineers employed by the companies affected by these applications for certification. It can only be interpreted as an attempt to mislead the Board, which was not discovered till the hearing of June 15th.

If the Board had been aware of the true situation on March 3, 1961, it would not have ordered that votes be taken in any of these cases in which the S.I.U. was an applicant for certification. All such applications would have been rejected at that time. Under these circumstances and in view of the frauds committed by the S.I.U. in connection with its applications the Board's decision cannot be affected by the result of the votes taken under the Board's order. All of the foregoing applications by the Seafarers' International Union of North America, Canadian District, are rejected.

(Signed) "C. Rhodes Smith"

Chairman
for the Board

Appearances on December 15-16, 1960

Hearing affecting various companies:—

John M. Schlesinger, Esq.	}	for the Seafarers' International Union of North America, Canadian District.
Leonard J. McLaughlin, Esq.		
John J. Wood, Esq.		
Richard V. Sankey, Esq.	}	for Upper Lakes Shipping Limited.
John J. Mahoney, Esq.		
	}	for N. M. Paterson & Sons Limited, and the Hall Corporation of Canada.

Maurice W. Wright, Esq., Q.C.	}	for the National Association of Marine Engineers of Canada, Inc. (Great Lakes and Eastern District).
Richard G. Greaves, Esq.		

Hearing affecting National Sand & Material Company, Limited:—

Maurice W. Wright, Esq., Q.C.	}	for the Canadian Merchant Service Guild Inc.
Capt. J. J. Deslauriers, Esq.		
John M. Schlesinger, Esq.	}	for the Seafarers' International Union of North America, Canadian District.
John J. Wood, Esq.		
Leonard J. McLaughlin		

Appearances on March 3, 1961

John M. Schlesinger, Esq.	}	for the Seafarers' International Union of North America, Canadian District.
John J. Wood, Esq.		
Gilbert Gauthier, Esq.		
Maurice W. Wright, Esq., Q.C.	}	for the Canadian Merchant Service Guild, Inc.
Capt. Frank Walsh, Esq.		
Capt. J. J. Deslauriers, Esq.		
Maurice W. Wright, Esq., Q.C.	}	for the Canadian Brotherhood of Railway, Transport and General Workers.
Elroy Robson, Esq.		
Maurice W. Wright, Esq., Q.C.	}	for the National Association of Marine Engineers of Canada, Inc. (Great Lakes and Eastern District).
M. R. Gorsky, Esq.		
Richard G. Greaves, Esq.		
Richard V. Sankey, Esq.	}	for Upper Lakes Shipping Ltd.
Peter G. Kingsburgh, Esq.		
Thomas J. Houtman, Esq.		
John J. Mahoney, Esq.	}	for the Association of Lake Carriers and its members: Upper Lakes Shipping Ltd., Scott Misener Steamships Ltd., N. M. Paterson & Sons Limited, and Hall Corporation of Canada.
Richard V. Sankey, Esq.		
Bruce R. McDade, Esq.	}	for Dominion Steel and Coal Corporation (Dominion Shipping Division).
N. L. Sparr, Esq.	}	for The Algoma Central and Hudson Bay Railway Company.

Appearances on June 15, 1961

John M. Schlesinger, Esq.	}	for the Seafarers' International Union of North America, Canadian District.
Leonard J. McLaughlin, Esq.		
Gilbert Gauthier, Esq.		
Maurice W. Wright, Esq., Q.C.	}	for the Canadian Merchant Service Guild, Inc.
M. R. Gorsky, Esq.		
Victor Barry, Esq.		
Capt. H. F. Walsh, Esq.		
Capt. R. Plamondon, Esq.		
Maurice W. Wright, Esq., Q.C.	}	for the National Association of Marine Engineers of Canada Inc. (Great Lakes and Eastern District).
Richard G. Greaves, Esq.		
Maurice W. Wright, Esq., Q.C.	}	for the Canadian Brotherhood of Railway, Transport and General Workers.
M. R. Gorsky, Esq.		
Elroy Robson, Esq.		
John J. Mahoney, Esq.	}	for Upper Lakes Shipping Ltd.
John J. Mahoney, Esq.	}	for N. M. Paterson & Sons Limited.
John J. Mahoney, Esq.	}	for the Hall Corporation of Canada.
M. A. Keays, Esq.	}	for Dominion Steel and Coal Corporation Ltd. (Dominion Shipping Division).
N. L. Sparr, Esq.	}	for The Algoma Central and Hudson Bay Railway Company.

Dated at Ottawa, August 23, 1961.

SCHEDULE 26

COLLECTIVE AGREEMENTS FOR MARITIME EMPLOYEES IN 1961 AND 1962

Summary Tabulation of Agreements With and Without Appropriate Certification, by Union

Particulars of Collective Bargaining Agreements and of Certifications Obtained from Exhibits
Filed and from Departmental Information

	1.	2.	3.
	Collective Agreements: Number of Companies Under Agreement With the Union	Certifications ⁽¹⁾ : Number of Companies in Column 1 for which the Union is Certified	Not Certified: Number of Companies in Column 1 for which the Union is NOT Certified
C.B.R.T.	3	3	0
C.M.S.G.	18	11	7
C.M.U.	3	2	1
N.A.M.E.	10	1	9
S.I.U.			
Unlicensed	60	18 ⁽²⁾	42
Licensed Division	51 ⁽³⁾	2	49 ⁽⁴⁾

⁽¹⁾ By Canada Labour Relations Board unless otherwise noted.

⁽²⁾ One certification (that for Davie Transportation Limited) is by the Commission de Relations Ouvrières de la Province de Quebec.

⁽³⁾ The agreements cover engineers only for 44 of the companies, engineers and mates for 6 companies, and engineers, mates, and chief stewards for 1 company.

⁽⁴⁾ Of the 49 companies having collective agreements with the Licensed Division of the S.I.U., there are 9 which are certified to the N.A.M.E. and such 9 agreements are therefore unlawful. See separate Schedule. The validity of other agreements concluded by the S.I.U. with shipping companies has been questioned from time to time.

NOTE: The application of the third column is limited to the companies referred to in the first column.

SCHEDULE 27

COLLECTIVE AGREEMENTS AND CERTIFICATIONS, 1961 and 1962 SEASONS

— selected companies —

Company	Employees Covered	Collective Agreement			Certification		
		Exhibit	From	To	Union	Union	Date
Canada Steamship.....	Unlicensed Engineers	T- 91 June 1, 1962	May 31, 1964	SIU	—	—	—
		{ M- 44 Oct. 4, 1960	Layup 1961	SIU, LD	—	—	—
		{ T-105 June 1, 1962	May 31, 1964	SIU, LD	—	—	—
	Mates	T- 37 Oct. 1, 1960	Dec. 31, 1962	CMSG	CMSG	June 23, 1955	T-36
Carryore.....	Unlicensed Engineers	{ T- 2 Oct. 4, 1960	Layup 1961	SIU	—	—	—
		{ T- 81 June 1, 1962	May 31, 1964	SIU	—	—	—
		—	—	—	—	—	—
	Mates	T- 37 Oct. 1, 1960	Dec. 31, 1962	CMSG	—	—	—
Hall Corporation.....	Unlicensed Engineers*	{ T- 2 Oct. 4, 1960	Layup 1961	SIU	SIU	Aug. 7, 1953	T-99
		{ T- 79 June 1, 1962	May 31, 1964	SIU	—	—	—
		{ T- 2 Oct. 1, 1962	Dec. 31, 1962	NAME	—	—	—
		{ T-105 June 1, 1962	May 31, 1964	SIU, LD*	—	—	—
	Mates	T- 37 Oct. 1, 1960	Dec. 31, 1962	CMSG	CMSG	Nov. 18, 1953	T-36
Hindman.....	Unlicensed Engineers	T- 77 June 1, 1962	May 31, 1964	SIU	—	—	—
	Mates	T-105 June 1, 1962	May 31, 1964	SIU, LD	CMSG	Oct. 7, 1958	T-36
Scott Misener.....	Unlicensed Engineers*	{ T- 2 Oct. 4, 1960	Layup 1961	SIU	—	—	—
		{ T- 64 June 1, 1962	May 31, 1964	SIU	—	—	—
		{ T- 2 Oct. 1, 1960	Dec. 31, 1962	NAME	—	—	—
		{ M- 50 Oct. 4, 1960	Layup 1961	SIU, LD*	—	—	—
	Mates	T-105 June 1, 1962	May 31, 1964	SIU, LD*	—	—	—

Paterson.....	Unlicensed Engineers* Mates	{ T- 2 Oct. 4, 1960 T- 72 June 1, 1962 T- 2 Oct. 1, 1960 T-105 June 1, 1962 T- 37 Oct. 1, 1960	Layup 1961 May 31, 1964 Dec. 31, 1962 May 31, 1964 Dec. 31, 1962	SIU SIU NAME SIU, LD* CMSC	— — NAME — CMSC	— — Oct. 14, 1950 Nov. 18, 1953 —	— — T-29 — T-36
Reoch Steamship Reoch Transports Westdale (Reoch)	Unlicensed Engineers** Mates	T- 68 June 1, 1962 T-105 June 1, 1962 T- 37 Oct. 1, 1960	May 31, 1964 May 31, 1964 Dec. 31, 1962	SIU SIU, LD** CMSC	— NAME ¹ CMSC ²	— Aug. 7, 1952 May 28, 30/57	— T-29 T-36
Redwood (Reoch)	Unlicensed Engineers Mates	T- 69 June 1, 1962 { O-406 Oct. 4, 1960 T-105 June 1, 1962 —	May 31, 1964 Layup 1961 May 31, 1964	SIU SIU, LD SIU, LD	— — CMSC	— — Aug. 25, 1961	— — T-36
Winona (Reoch)	Unlicensed Engineers Mates	T- 62 June 1, 1962 { O-406 Oct. 4, 1960 T-105 June 1, 1962 —	May 31, 1964 Layup 1961 May 31, 1964	SIU SIU, LD SIU, LD	— — CMSC	— — Aug. 25, 1961	— — T-36
Upper Lakes Norris Grain Leitch Transport	Unlicensed Engineers Mates	{ T- 2 Oct. 4, 1960 T- 2 April 5, 1962 T- 2 Oct. 1, 1960 T- 2 Oct. 1, 1960	Layup 1961 April 4, 1963 Dec. 31, 1962 Dec. 31, 1962	SIU CMU NAME CMSC	— — — —	— — — —	— — — —
Trans-Lake (Upper Lakes)	Unlicensed Engineers Mates	T- 25 Nov. 3, 1961 T- 31 May 14, 1962 —	Nov. 4, 1962 Dec. 31, 1963	CMU NAME	CMU —	Dec. 19, 1961 — —	T-23 — —
Island Shipping (Upper Lakes): (a) Northern Venture	Unlicensed Engineers Mates	T- 18 July 11, 1961 T- 32 May 14, 1962 —	July 11, 1962 Dec. 31, 1963	CBRT NAME	CBRT —	Sept. 29, 1961 — —	T-21 — —
(b) Wheat King	Unlicensed Engineers Mates	T- 19 Sept. 1, 1961 — —	Dec. 31, 1963	CBRT	CBRT —	Sept. 29, 1961 — —	T-21 — —

1 Certification is only for Reoch Steamship Company Limited.
2 Certification is only for Reoch Steamship and Reoch Transports.
* Dual agreements.
** The Licensed Division of S.I.U. has a collective agreement covering the engineers of all three companies, in spite of the fact that N.A.M.E. is the certified bargaining agent for the Reoch Steamship Company.

SCHEDULE 28

UNLAWFUL AGREEMENTS HELD BY THE LICENSED DIVISION OF S.I.U.

The Licensed Division of the S.I.U. presently holds collective bargaining agreements with the following nine companies covering marine engineers for the periods indicated. The agreements are unlawful because in each case N.A.M.E. is the bargaining agent certified by C.L.R.B. The relevant agreements and certifications have been filed as exhibits.

COMPANY	TERM OF AGREEMENT
The Algoma Central and Hudson Bay Railway Company	Jan. 1/58 to Dec. 31/59
Davie Transportation Limited	Jan. 1/58 to Nov. 30/60
Guy Tombs Marine Services Limited	Jan. 1/58 to Nov. 30/60
National Sand and Material Company, Limited	June 1/62 to May 31/64
Northwest Steamships Limited	June 1/62 to May 31/64
N. M. Paterson & Sons Limited	June 1/62 to May 31/64
Quebec and Ontario Transportation Co. Limited	June 1/62 to May 31/64
Quebec Paper Sales & Transportation Company, Limited	Jan. 1/58 to Nov. 30/60
The Reoch Steamship Co. Ltd.	June 1/62 to May 31/64

NOTE

1. The only other certifications held by N.A.M.E. from C.L.R.B. are:
 - (a) Lake Erie Navigation Co., Limited
 - (b) Sincennes-McNaughton Lines Ltd., no longer operative.
2. The validity of other agreements concluded by the S.I.U. with shipping companies has been questioned from time to time.

SCHEDULE 29

PICKETING INCIDENTS INVOLVING VESSELS OF UPPER LAKES SHIPPING LTD., ISLAND SHIPPING LIMITED AND TRANS-LAKE SHIPPING LTD.

DATES		VESSEL	PORT
<u>1961</u>			
July	10-14	Northern Venture	Port Weller
July	12-16	Wheat King	Halifax
July	20-	Northern Venture	Duluth
August	19		
August	29-30	Wheat King	Port Arthur
September	8	Wheat King	Halifax
September	19-20	Northern Venture	Marquette
September	24-25	Wheat King	Fort William
October	20-24	Wheat King	Halifax
November	5- 6	Wheat King	Fort William-
			Port Arthur
		Hilda Marjanne	Fort William-
			Port Arthur
November	14-15	Hilda Marjanne	Three Rivers
November	17-18	Wheat King	Halifax
November	21-24	Wheat King	Three Rivers
<u>1962</u>			
March	31	McCorquodale	Toronto
		Hilda Marjanne	Toronto
April	4	Northern Venture	Toledo
April	6	Red Wing	Toledo
April	9-13	Eads	Toledo
(M.E.B.A. picketing April 10)			
April	11-12	Victorious	Sarnia
April	11	Northern Venture	Hamilton
(M.E.B.A.)			
April	14	Hilda Marjanne	Toronto
April	15-16	Eads	Toronto
April	14-23	Red Wing	Hamilton

PICKETING INCIDENTS INVOLVING VESSELS OF
UPPER LAKES SHIPPING LTD., ISLAND SHIPPING LIMITED
AND TRANS-LAKE SHIPPING LTD.—*Continued*

DATES		VESSEL	PORT
<u>1962</u>			
April	16	Ericsson	Goderich
April	17	Seaway Queen	Toronto
April	18	Leitch	Toronto
April	18	Norris	Toronto
April	19	Houghton	Goderich
April	21-25	McCorquodale	Toronto
April	21	Eads	Sarnia
April	22	Norris	Marquette
April	23	Leitch	Toronto
April	24	Eads	Fort William
April	22-23	Houghton	Fort William
April	24-27	Victorious	Montreal
April	24-25	Shaw	Montreal
		Eads	Fort William
April	25	Seaway Queen	Hamilton
		Sherman	Hamilton
		Hilda Marjanne	Three Rivers
April	25-27	Ericsson	Montreal
April	26	Maunaloa II	Fort William
April	26-27	Norris	Hamilton
April	27-28	Ericsson	Montreal
April	27-30	Leitch	Hamilton
April	28	McCorquodale	Sarnia
April	30	Red Wing	Hamilton
		Eads	Toronto
		McCorquodale	Fort William
May	1	Eads	Toronto
		Norris	Port Arthur
May	1- 4	Wheat King	Montreal
(S.I.U., M.E.B.A., Teamsters)			
May	2- 3	Eads	Hamilton
May	3- 4	Norris	Montreal
May	5	Angus	Milwaukee
May	6- 8	Norris	Fort William
May	7- 8	McCorquodale	Toronto
May	8	Houghton	Buffalo

DATES	VESSEL	PORT
<u>1962</u>		
May 8- 9 (M.E.B.A.)	Hilda Marjanne	Port Arthur
May 8- 9	Eads	Fort William
May 9-20	Leitch	Three Rivers
May 10-11	Norris	Sarnia
May 11-20	Norris	Toledo
May 14 (M.E.B.A.)	Wheat King	Fort William
May 14-24	Shaw	Montreal
May 15-17 (S.I.U. on 15th, M.E.B.A. and "unemployed seamen" on 16th)	Ericsson	Chicago
May 16-18	Norris	Toledo
May 17	Sherman	Taconite
	Northern Venture	Toledo
May 23 (M.E.B.A.)	Eads	Fort William
May 23	Wheat King	Montreal
May 27-29	Leitch	Superior
May 29	Victorious	Milwaukee
May 30	Shaw	Chicago
June 15	Houghton	Toledo
June 16	Victorious	Toledo
June 23	Northern Venture	Marquette
July 5	Victorious	Toledo
	Seaway Queen	Marquette
August 8	Norris	Toledo
August 16	Leitch	Chicago
	Eads	Milwaukee
	Sherman	Duluth
	Seaway Queen	Cleveland
August 21	Northern Venture	Toledo
August 23	Angus	Lorrain
<u>1963</u>		
April 18	Angus	Milwaukee
April 18	Leitch	Toledo
April 22-23 (M.E.B.A.)	Norris	Milwaukee

PICKETING INCIDENTS INVOLVING VESSELS OF
UPPER LAKES SHIPPING LTD., ISLAND SHIPPING LIMITED
AND TRANS-LAKE SHIPPING LTD.—*Concluded*

DATES		VESSEL	PORT
<u>1963</u>			
May	1	Leitch	Toledo
May	1	Angus	Conneaut
May	3	Seaway Queen	Ashtabula
May	8- 9	Norris	Cleveland
May	11	Redwing	Toledo
May	11-12	Norris	Milwaukee
(M.E.B.A.)			
May	14	Hilda Marjanne	Conneaut
May	15	Houghton	Toledo
May	16	Northern Venture	Ashtabula
May	18	Leitch	Toledo
May	19-21	Wheat King	Halifax
May	21	Northern Venture	Ashtabula
May	21	Angus	Ashtabula
May	24	Northern Venture	Ashtabula
May	26	Houghton	Toledo
May	27	Norris	Ashtabula
May	28-29	Northern Venture	Ashtabula
May	29	Leitch	Conneaut
May	29-30	Norris	Toledo
May	30-31	Redwing	Milwaukee
(M.E.B.A. and I.L.A.)			
May	31	Sherman	Conneaut
June	4	Houghton	Toledo
June	10	Norris	Conneaut
June	10	Leitch	Milwaukee
(M.E.B.A.)			
June	12-13	Northern Venture	Ashtabula
June	18	Angus	Conneaut
June	18	Hilda Marjanne	Toledo
June	22	Houghton	Toledo
June	24	Leitch	Conneaut
June	25-26	Redwing	Marquette
July	1- 2	Leitch	River Rouge
July	4	Redwing	Marquette

NOTE: The Howard L. Shaw has been in the Port of Chicago from April 22, 1963 to the date of the Report and has been unable to load because of a boycott by members of the I.L.A.

SCHEDULE 30

LIST OF INJUNCTIONS (CANADA AND THE UNITED STATES) IN THE PRESENT DISPUTE

Case No. Date	Defendants	Nature of Injunction	Dates, Nature and Status of Injunctions
A. CANADIAN INJUNCTION ACTIONS			
1. Upper Lakes Shipping Ltd. (Plaintiff)			
3179/62 Apr. 19/62 (Toronto, Ont.)	H. C. Banks, L. J. McLaughlin, P. Gagne, W. Glasgow	Picketing of "James B. Eads"	Apr. 19/62 ex-parte inj. May 7/62 interim inj. May 17/62 Applic. for leave to appeal dismissed. Apr. 29/63 perm. inj.
3713/62 May 10/62 (Toronto, Ont.)	H. C. Banks, L. J. McLaughlin, P. Gagne, W. Glasgow	Picketing of all vessels of Upper Lakes Shipping Ltd.	May 11/62 temp. inj. June 1/62 applic. for leave to appeal temp. inj. dismissed. May 17/62 interim inj. April 29/63 perm. inj.
3987/62 May 23/62 (Toronto, Ont.)	J. McCuaig, L. Duhaime, (M.E.B.A.)	Picketing of vessels of Upper Lakes Shipping Ltd.	May 24/62 temp. inj. July 10/62 perm. inj.
569372 May 3/62 (Montreal, Que.)	S.I.U. of Canada, H. C. Banks, L. J. McLaughlin and all other officers, members, agents, servants and representatives of said union	Picketing of vessels of Upper Lakes Shipping Ltd.	May 4/62 temp. inj. limiting picketing to 4 pickets. May 10/62 temp. inj. restraining all picketing.
2. Island Shipping Limited (Plaintiff)			
5490/61 July 14/61 (Toronto, Ont.)	H. C. Banks, L. J. McLaughlin and P. Gagne	Picketing of "Wheat King" and "Northern Venture"	July 14/61 ex-parte inj. Nov. 6/61 perm. inj. Mar. 7/62 appeal to Court of Appeal. Appeal to Court of Appeal dismissed. May 14/62 Applic. for leave to appeal to Supreme Court of Canada dismissed.
3804/62 May 15/62 (Toronto, Ont.)	J. McCuaig, L. Duhaime (M.E.B.A.)	Picketing of all vessels.	May 15/62 temp. inj. July 10/62 perm. inj.
24317 (Three Rivers, Que.)	S.I.U. of Canada, H. C. Banks, L. J. McLaughlin, P. Gagne and W. Glasgow.	Improper picketing of "Wheat King".	Temp. inj. obtained.
7951/63 May 21/63 (Halifax, N.S.)	S.I.U. of Canada <i>et al.</i>	Picketing of "Wheat King".	May 21/63 ex-parte inj.

LIST OF INJUNCTIONS (CANADA AND THE UNITED STATES)
IN THE PRESENT DISPUTE—*Continued*

Case No. Date	Defendants	Nature of Injunction	Dates, Nature and Status of Injunctions
3. Trans-Lake Shipping Ltd. (Plaintiff)			
8336/61 Nov. 6/61 (Toronto, Ont.)	H. C. Banks, L. J. McLaughlin, P. Gagne and W. Glasgow.	Picketing of "Hilda Marjanne".	Nov. 6/61 temp. inj.
4284/62 June 1/62	J. McCuaig, L. Duhaime, (M.E.B.A.)	Picketing of "Hilda Marjanne".	June 6/62 ex-parte inj. July 24/62 perm. inj.
24285 (Three Rivers, Que.)	S.I.U. of Canada, H. C. Banks, L. J. McLaughlin, P. Gagne and W. Glasgow.	Picketing of "Hilda Marjanne".	Temp. inj. obtained.
B. U.S. INJUNCTION ACTIONS			
1. Upper Lakes Shipping Ltd. (Plaintiff)			
(a) <i>Toledo, Ohio</i>			
192208 Apr. 10/62	S.I.U. of Canada, S.I.U. of N.A., H. C. Banks <i>et al.</i>	Picketing of all vessels of Upper Lakes Shipping Ltd.	Apr. 10/62 temp. inj.
192228 Apr. 12/62	M.E.B.A.	Picketing of all vessels of Upper Lakes Shipping Ltd.	Apr. 12/62 temp. inj.
192414 May 15/62	Maritime Trades Dept. <i>et al.</i>	Picketing of all vessels of Upper Lakes Shipping Ltd.	May 15/62 temp. inj.
<i>See Note 1.</i>			
(b) <i>Chicago, Illinois</i>			
62S10509 May 15/62	S.I.U. of Canada, S.I.U. of N.A., H. C. Banks <i>et al.</i>	Picketing of all vessels of Upper Lakes Shipping Ltd.	May 15/62 temp. inj. later broadened to include picket- ing of "Howard L. Shaw" and to add M.T.D., M.E.B.A. <i>et al.</i>
(c) <i>Milwaukee, Wisconsin</i>			
305079 May 31/62	S.I.U. of Canada, S.I.U. of N.A. <i>et al.</i>	Picketing of all vessels of Upper Lakes Shipping Ltd.	June 4/62 temp. restraining order. June 29/62 temp. inj. Appeal to Supreme Court of Wisconsin dismissed.
(d) <i>Cleveland, Ohio</i>			
782312 May 10/63	S.I.U. of Canada, S.I.U. of N.A., <i>et al.</i>	Restraining picketing, <i>etc.</i>	May 10/63 temp. restraining order restraining violence but not picketing. May 25/63 temp. inj. restrain- ing picketing.
<i>See Note 2.</i>			
2. Lakefront Dock Company Limited (Plaintiff)			
<i>Toledo, Ohio</i>			
62/61 Apr. 11/62	International Longshoremen's Assn., and Brotherhood of Electrical Workers <i>et al.</i>	Refusal to perform con- tractual duties to em- ployer.	Apr. 12/62 Injunction. Aug. 17/62 Appeal to Sixth Circuit Court of Appeals dismissed.

LIST OF INJUNCTIONS (CANADA AND THE UNITED STATES)
IN THE PRESENT DISPUTE—*Concluded*

Case No. Date	Defendants	Nature of Injunction	Dates, Nature and Status of Injunctions
3. Chesapeake & Ohio Railroad Company (Plaintiff)			
<i>Toledo, Ohio</i> C62-171 Aug. 21 /62	International Longshoremen's Assn. <i>et al.</i>	Refusal to perform con- tractual duties to em- ployer.	Aug. 22 /62 Inj. obtained. No Appeal.
4. Lake Superior & Ishpeming Railroad Company (Complainant)			
(Secondary boycott charges filed by Upper Lakes Shipping Ltd. as agent for Island Shipping Limited)			
18-CC-108 N.L.R.B. Sept. /61	S.I.U. of N.A., Great Lakes District, and S.I.U. of N.A.	Restraining inducing of employees to engage in strike etc.	Oct. 18/62 Inj. granted against Great Lakes District restricted to "Northern Venture".
5. Continental Grain Company (Complainant)			
<i>Chicago, Illinois</i> 63 C 804 May 8/63	S.I.U. of N.A. and Local 418 of International Longshoremen's Association	Restraining inducing of employees of Continental Grain Company to en- gage in a strike etc. and restraining coercion of Continental Grain Com- pany with a view to inducing that company to cease doing business with Upper Lakes Shipping Ltd.	May 29 /63 temp. restraining order.

See Note 3.

NOTES:

1. (a) Petition for writ of prohibition to set aside injunction of April 10/62 filed April 11/62 and dismissed by Court of Appeals, Lucas County on Mar 19/62.
(b) With respect to No. 192414 (M.T.D.) various contempt charges were brought and subsequently were dismissed.
(c) Petition for writ of habeas corpus filed May 25/62 with respect to No. 192414 (M.T.D.); on June 18/62 Court of Appeals, Lucas County, granted petition on basis of "arguable" jurisdiction of N.L.R.B.
(d) A second writ of prohibition filed July 6/62 to set aside Nos. 192208 and 192414 on the basis of granting of petition for writ of habeas corpus on June 18, was granted by Court of Appeals, Lucas County on July 13/62.
(e) Appeals were taken to the Supreme Court of Ohio from the decisions of the Court of Appeals of Lucas County, and on May 1, 1963 the Supreme Court of Ohio allowed such appeals and, in effect, restored the three injunctions referred to above.
2. On May 25, 1963, the S.I.U. of N.A., Great Lakes District, applied to the Court of Appeals of Cuyahoga County of Ohio for a writ of prohibition restraining the trial court, on jurisdictional grounds, from proceeding with the action. On June 6th, 1963, the Court of Appeals dismissed this application.
3. This action was commenced by the Regional Director of the N.L.R.B. following the filing of charges by Continental Grain Company. On May 8, 1963, the S.I.U. of North America and Local 418 of the I.L.A. commenced proceedings in the Federal District Court at Chicago to restrain the N.L.R.B. from proceeding with this action.

June 4, 1963.

SCHEDULE 31

EXAMPLES OF INTIMIDATION AND VIOLENCE

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
Autumn 1956	Construction site incidents		<p style="text-align: center;">BEATINGS</p> <p>MONTREAL, P.Q., <i>St. Croix</i>, an SIU member 1953 to 1957 or 1958, testified that he saw Richardson (SIU member) pull telephones out, throw papers around, in a contractors' hut on a construction job at Dorchester and Guy Streets, then attack and strike and kick a "New Canadian" about a block away. (<i>Vol. 21, P. 3250</i>) Also, that Richardson pushed and kicked a police constable at the site, that the constable moved to arrest him, and that the police officer in charge did not allow the arrest. (<i>Vol. 21, P. 3254</i>)</p>		
Aug. 18 1957	Walsh, Capt. H. F.	Organizer and Business Agent, CMSG (<i>now Asst. Sec.</i>)	OWEN SOUND, ONT., <i>Walsh</i> testified that he was assaulted and beaten in a hotel parking lot. He was knocked down repeatedly when he would try to rise and was kicked. (<i>Vol. 25, P. 4079 et seq.</i>)	SIU attempted to organize mates in competition with CMSG. A few days before the attack, Walsh had a message from his Mtl. office that put him on guard. (<i>Vol. 25, P. 4079 & 4080</i>)	Owen Sound police were at the hotel by the time he had cleaned himself up after the attack. Walsh could tell them little and "they didn't seem to be too interested". (<i>Vol. 25, P. 4087</i>)

Sheehan testified that, a few days after the incident described by Greaves, above, Richardson told him in Caspers' presence that "they had worked that Walsh" over (*Vol. 17, P. 2507*), and that Banks ordered a \$1,000 cheque made out to Casper and charged to CNS Strike fund. (*Vol. 17, P. 2510*)

Wood testified that Banks boasted of having Walsh beaten by Casper and two others. (*Vol. 24, P. 3870*)

Banks testified that he did not instruct Casper to beat up Walsh. (*Vol. 74, P. 11015*)

The attempt was being made by Scragg and Wood at Banks' instigation to amalgamate NAME with SIU, opposed by Greaves.

No mention.

MONTREAL, P.Q., *Greaves* testified that he fired Scragg; that Scragg, with the assistance of another man or two, threw him bodily out of the NAME office, using considerable force, bruising Greaves and cutting his eye; that Greaves obtained injunctions restraining Scragg and Wood from acting for NAME; that "It was when the injunction was served on Scragg that he assaulted me". (*Vol. 22, P. 3469*)

SIU and CBRT both trying to organize Seaway employees.

Wife called police. No mention of police action.

ST. CATHARINES, ONT., *Mongeau* testified that he was attacked by one man in front of his own home, that he resisted successfully and that the man was driven off in a car without lights. (*Vol. 29, P. 4689*)

Oct. 24 1958	Greaves, Richard	President of NAME	
Nov. 6 1959	Mongeau, Marvin	Crane Operator, Seaway Authority; member CBRT	

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
BEATINGS—Continued					
Jan. 30 1960	Greaves, Richard	President of NAME	<p>VANCOUVER, B.C., <i>Greaves</i> testified that he was beaten in his office by two men. Nose and limbs broken, lengthy hospitalization with surgery. Received telephone treatment prior to assault. (<i>Vol. 23, P. 364</i>)</p> <p><i>Wood</i> testified that he heard Banks on telephone to Cunningham tell Cunningham to "get that guy done", i.e. to have Greaves beaten up. (<i>Vol. 24, P. 387</i>)</p> <p><i>Banks</i> suggested in testimony that the CBRT had Greaves beaten, or some faction within it. (<i>Vol. 79, P. 11877</i>)</p>	Both SIU and CBRT were active in organizing unlicensed personnel on West Coast, and Greaves was working in cooperation with CBRT.	Police opined that knuckle-dusters used. No other mention.
August 1961	Two crewmen from Wheat King, not further identified	Wheat King (<i>Island Shipping</i>)	<p>PORT ARTHUR, ONT., <i>Macbeth</i> testified that one man was beaten up on the street on the way uptown, the other beaten at a dance hall. One had to be sent to hospital. (<i>Vol. 5, P. 69</i>)</p>	Pickets outside the shipyard gate with SIU signs.	Police cruiser brought one man back to the ship after being beaten. No further mention.
Oct. 31 1961	Wood, John Joseph	Business Agent for NAME	MONTREAL, P.Q., <i>Wood</i> testified that he was attacked by two men in Vauquelin Cafe, that they knocked him down and broke his leg (<i>hip</i>) by jumping on his back. (<i>Vol. 24, P. 3863</i>)	Wood had been expelled from the SIU for his testimony before CLRB in June. He was charged by SIU official with assaulting John Newton (a mem-	No mention.

ber of SIU); the case was before the courts (subject to repeated delays) at the time of the attack. Charge eventually dropped.

Two men were picking the ship, carrying SIU signs.

Not reported to police.

MONTREAL, P.Q., *Dewling and Ryan* testified that the three were attacked on the street by seven or eight men, knocked down and kicked. Dewling suffered a broken hand. (*Vol. 11, P. 1531 and 1557*)

Banks suggested in testimony that Dewling was beaten by a private detective. (*Vol. 76, P. 11340*)

Pickets with SIU signs were around gate leading to the ship.

MONTREAL, P.Q., *Myers* testified that he and then Pyette were attacked by two men in the washroom of Joe Beef's Tavern, thrown to the floor and kicked. Others of the party were Jack Schuanz and Alfred Frie; they remained at the table and were not attacked; when Schuanz became aware of the attack he shouted to a waiter "Call the cops", but no evidence of police arrival. (*Vol. 11, P. 1560*) *Pyette* testified to same effect, (*Vol. 17, P. 2481*)

Pickets with SIU signs around the gate. Black 1959 Chev. seen at the gate, passed them, turned and came back past them.

Hockley went up-town with the security officers and reported the incident to the Port Arthur police.

PORT ARTHUR, ONT., *Wicks* testified that he was attacked on the street by one man who struck him with a fist, knocked him down and kicked him. With him but not attacked were Ian Hockley and George Fitzgerald. Wicks was the closest to the doorway from which the attack was made. (*Vol. 11, P. 1571*) *Hockley* testified to same effect. (*Vol. 11, P. 1580*)

Victorious
(*Upper Lakes*)

Dewling, John
Ryan, Douglas
Edward
and night cook (*not identified further*)

Apr. 26
1962

John Ericsson
(*Upper Lakes*)

Myers, Paul
Pyette, Calvin

Apr. 28
1962

Frank A.
Sherman
(*Upper Lakes*)

Wicks, Leonard

Apr. 29
1962

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
May 1 1962	McAdam, Ray Miller, Noah La Croix, Gerald Toope, Stanley Fiegehen, William	L. A. McCorquodale (Upper Lakes)	<p>BEATINGS—Continued</p> <p>FORT WILLIAM, ONT., <i>McAdam, La Croix, Toope, Fiegehen</i>, and <i>Miller</i> all testified that they were attacked in the beverage room of the Victoria Hotel by a number of men (15 to 18). They were struck with fists, chairs, tables, bottles, glasses; they were knocked down and tramped on. McAdam suffered a cut artery, required stitches on face, nose, eye, and hand, given a blood transfusion. No others in the room were attacked. (<i>Vol. 11, P. 1659; Vol. 12, P. 1711, 1753, 1760; Vol. 21, P. 3297</i>)</p>		
May 2 1962	Neubauer, Frederick	President of Lake Sailors' Union, Local 7000 of United Steelworkers of America.	LAKESWOOD, ONT., <i>Neubauer</i> testified that he was beaten in his home by a man wielding an iron bar. He was struck on the head, face, shoulder, kneecaps, shinbones. He suffered concussion, gashes in scalp requiring 16 stitches, crack in right kneecap, shattered left kneecap. He was hospitalized for two extensive periods and suffered permanent disability. (<i>Vol. 14, P. 2047</i>)	The beating followed closely after appearance of an editorial in <i>Great Lakes Sailor</i> for March 1962, written by Neubauer, strongly criticizing Paul Hall and Banks, and supporting the CMU.	No mention.
May 7 1962	Leeson, Orville Leeson, James McLennan, Roy McLennan, Mrs. Roy	Seaway Queen Mauna Loa (both Upper Lakes)	THREE RIVERS, P.Q., <i>Leeson</i> , <i>Leeson</i> and <i>McLennan</i> testified that, as the party of four left the Three Rivers Hotel, the three men were attacked	SIU pickets were stationed at the entrance to the elevator.	Police arrived by the time McLennan had taken a taxi and was looking for his

wife, no further mention of police.

by four or five men or more. McLennan was struck with a fist, knocked down and kicked. O. Leeson was thrown down and kicked. J. Leeson was struck by fists. Mrs. McLennan was held briefly and released. McLennan got up and was chased to a fence across the street, subjected to further kicking. (*O. Leeson, Vol. 13, P. 1866; R. McLennan, Vol. 13, P. 1888; J. Leeson, Vol. 13, P. 1923*)

Gravel reported the incident to police at once.

About four pickets in front of the company premises at all times, carrying SIU signs. Seaway Queen, an Upper Lakes vessel, was being unloaded; crewmen were doing the work normally done by grain trimmers.

Police were called, and charges were said to be pending.

Company's property was being picketed, the pickets carrying SIU signs.

THREE RIVERS, P.Q., *Gravel* testified that two men pushed into his house at bed-time and attacked him. One struck him twice with a baseball bat and the other with a fist. He fell to the floor and was struck repeatedly with the bat while the other man beat Mrs. Gravel. Gravel was laid up for 5 weeks (*Vol. 8, P. 1138*). *Mrs. Gravel* testified to the same effect; she was struck a couple of times (*Vol. 8, P. 1146*).

FORT WILLIAM, ONT., *Mr. and Mrs. Scavarelli* both testified that they were attacked by two men who came to their back door and pushed their way in, Scavarelli was struck, knocked down, kicked, and beaten with a pick-axe handle as he lay on the floor. Mrs. Scavarelli tried to help her husband, was knocked down. Scavarelli suffered a deep scalp cut, and badly bruised and swollen limbs and back (*Vol. 5, P. 708*).

Marine Leg Operator,
Three Rivers Grain Elevator Co., owned by Upper Lakes

General Foreman,
Upper Lakes Shipping, Fort William-Port Arthur terminals.

Gravel, E.
Gravel, Mrs. E.

Scavarelli, A. J.
Scavarelli, Mrs. A. J.

May 8
1962

May 21
1962

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
June 7 1962	Heinbecker, Daniel	R. Bruce Angus (Upper Lakes)	<p>BEATINGS—Continued</p> <p>MONTREAL, P.Q., <i>Heinbecker</i> testified that he and Ronald Milmine were attacked in the street by two men who had followed them in a dark, late-model car, and who accused them of scabbing on the SIU. Milmine escaped on foot. Heinbecker was caught as he tried to enter a taxi; both men struck him, knocked him down and kicked him. He suffered a torn ear and a broken rib (<i>Vol. II, P. 1642</i>).</p>		
June 16 1962	Bissette, Capt. J. A.	Victorious (Upper Lakes)	<p>TOLEDO, OHIO, Capt. <i>Bissette</i> testified that he was attacked in a store in the presence of his wife; knocked down, kicked, tramped on. Two teeth knocked out, cut lip required five stitches, chest injuries. Mrs. Bissette hysterical; both sent to hospital. (Capt. <i>Bissette, Vol. 5, P. 723</i>; T. J. <i>Houtman, Vol. 3, P. 306</i>).</p>	<p>Pickets at the end of the property a distance from the dock.</p>	<p>Police came to store. On leaving hospital, police escorted Capt. Bissette and Mrs. Bissette to the ship. No further mention.</p>
June 19 1962	McNamara, John M.	Lockmaster at Lock 1 of Welland Canal; President of Local 212 of CBRT.	<p>ST. CATHARINES, ONT., <i>McNamara</i> testified that he was attacked by two men as he left his home for work shortly before midnight. He was struck over the head with a weapon (believed to be garden shears), knocked down but not unconscious, beaten repeatedly with the weapon and kicked while down. He suffered</p>	<p>Local 212 and McNamara personally were active in protesting SIU tactics. Two special meetings had been called for June 20, 1962, to discuss possible retaliatory action against SIU. Mc-</p>	<p>Neighbours notified police, who came promptly. Police found broken garden shears bearing blood stains, believed to be the weapon used.</p>
June 7 1962	Heinbecker, Daniel	R. Bruce Angus (Upper Lakes)	<p>MONTREAL, P.Q., <i>Heinbecker</i> testified that he and Ronald Milmine were attacked in the street by two men who had followed them in a dark, late-model car, and who accused them of scabbing on the SIU. Milmine escaped on foot. Heinbecker was caught as he tried to enter a taxi; both men struck him, knocked him down and kicked him. He suffered a torn ear and a broken rib (<i>Vol. II, P. 1642</i>).</p>	<p>Accusation by attackers that Heinbecker "scabbing on SIU". Ship had been followed by a white Vauxhall car from Lamoraie to Montreal.</p>	<p>No mention.</p>

July 3 1962	Scott, Ralph Clayton Miller, Robert	James Norris (Upper Lakes)	concuſſion, lacerated ear and arm, torn ligaments of the arm, 32 ſtitches on head wounds, over 50 ſtitches in all. (Vol. 26, P. 4268; Vol. 29, P. 4709 and P. 4720)	No mention.
			<p>LANORAIE, P.Q., testimony by Scott, Miller, Mrs. Louise Humphrey, Mrs. Carmen Brunet, all from the crew of the James Norris, that their table-group at the St. Lawrence Hotel was attacked by four or more men at a ſignal from a man who had joined them giving the name "James White" and who led the attack. The table was upſet on the ladies, who were not otherwiſe harmed. No other table was attacked. Miller and Scott were knocked down, kicked on the head, face, and ribs; the kicking continued after they were rendered unconscious. The Hotel Manager, John Larose, intervened and was ſtruck; his glaſſes were broken and his face cut. The aſſailants ran out and eſcaped in a black, late-model car that had been ſtanding with the motor running.</p> <p>Subſequentlŷ "James White" was identified in court in Joliet, P.Q., as John O'Leary, a member of the SIU. He was convicted on Aug. 9, 1962, on three charges ariſing out of the incident: aſſault againſt Robert Miller, aſſault againſt John Larose, and property damage.</p> <p>Mr. K. F. Mitchell, owner of the nearby Bonnie Brae Motel, teſtified to the ſame effect. (Vol. 12, P. 1824; Vol. 13, P. 1856)</p>	<p>At this time the diſpute between the SIU and the CMU had reached a climax.</p>

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
BEATINGS—Concluded					
Aug. 20 1962	Crank, Otis Lee	Grain Elevator Superintendent, Continental Elevator Company, Milwaukee.	MILWAUKEE, WISC., <i>Crank</i> testified that he accosted four men apparently trespassing on Company property. Two had knives. He was backed against a building and was stabbed lightly in the leg and chest. One man jabbed a knife at his throat or face; his hand was cut in warding off the blow. Another of the four struck him heavily in the face with a fist, breaking a tooth, whereupon he escaped back to his office. (<i>Vol. 6, P. 904</i>)	James Norris being loaded (<i>Upper Lakes vessel</i>). Fourteen cars nearby on Company property were damaged; windshields broken; wiring torn out. Grain trimmers (ILA) refused to load the vessel. Upper Lakes vessels were being picketed, pickets carrying SIU signs.	Police arrived within five minutes; picked up three men (<i>Vol. 6, P. 909</i>). Four men charged with battery; three convicted and one forfeited his bond (<i>Exhibit O-442</i>). All four were members of ILA Local 815, Milwaukee (<i>Exhibit O-443, P. 78 and 79</i>).
DAMAGE TO PROPERTY					
April or May 1962	McNamara, John M.	Lockmaster at Lock 1, Welland Canal; President of Local 212, CBRT.	PORT WELLER, ONT., <i>McNamara</i> testified that the right front tire of his car was slashed. The tire and tube were destroyed. (<i>Vol. 26, P. 4277</i>)	Local 212 and McNamara personally were active in protesting SIU tactics. On June 19, 1962, McNamara was viciously beaten at his home.	No mention.
May 1962	Kammer, Harold	Financial Secretary, Local 7000 of United Steelworkers, and International Staff Representative of United Steelworkers.	TOLEDO, OHIO, Kammer testified that he found one of the tires on his car damaged, punctured near the rim by an ice-pick or similar instrument (<i>Vol. 15, P. 2125</i>).	Kammer has been actively promoting a policy of neutrality, as between CMU and SIU in Toledo and Detroit.	No mention.

Aug. 1962	Kammer, Harold	As above (May 1962)	TOLEDO, OHIO, <i>Kammer</i> testified that one headlight on his car was broken and the other damaged, apparently wilfully. (Vol. 15, P. 2128)	As above (May 1962)	No mention.
Aug. 1962	Kammer, Harold	As above (May 1962)	TOLEDO, OHIO, <i>Kammer</i> testified that three of his car tires were slashed with a knife or other sharp instrument, causing them to go flat. (Vol. 15, P. 2128)	As above (May 1962)	No mention.
Approx. June 9 1962	Brennan, Capt. John C.	John Ericsson (Upper Lakes)	<i>Brennan</i> testified that the front of his home was "messed up" with paint. Paint thrown over it; paint on six windows, the garage door, and "pretty near everywhere in the front of the house" (Vol. 7, P. 1024).	Vessel picketed at Goderich by pickets carrying SIU signs when the vessel was crewed in April 1962; also at Port Weller and at Chicago in May 1962.	No mention.
June 27 or 28, 1962	Upper Lakes Shipping Ltd.		SARNIA, ONT., Warehouse of Upper Lakes Shipping Ltd. broken into, two 45-gallon drums of oil punctured by a lift truck which had been driven into them. (Testimony of W. G. <i>Weatherley</i> , a checker, employed by Upper Lakes, Vol. 7, P. 1037)	Pickets appeared at Upper Lakes property in Sarnia, the day before the break-in. One carried an SIU sign. Copy of SIU pamphlet <i>The Strange Conspiracy to Destroy the Standards and Security of Canadian Workers</i> left at witness' door at work after the break-in.	Incident reported to police who investigated without result.
Aug. 20 1962	Continental Elevator Co.		MILWAUKEE, WISC., windshields broken and wiring torn loose on fourteen autos parked on the property of Continental Elevator Co. (Testimony of O. L. <i>Crank</i> , Grain Elevator Superintendent, Vol. 6, P. 908)	As above re Aug. 20, 1962: <i>Crank</i> , <i>Otis Lee</i> in connection with <i>Beatings</i>	

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
TELEPHONE HARASSMENT					
Autumn 1956	Unidentified		MONTREAL, P.Q., <i>Greaves</i> testified that he saw Banks give the "telephone treatment" to a person not identified. Banks would dial the number, breathe heavily and audibly, then hang up; he would make about five calls in five minutes. (<i>Vol. 22, P. 3586</i>)		No mention.
Autumn 1956	McGough, John	An official of NAME at the time.	MONTREAL, P.Q., <i>Greaves</i> testified that he saw McLaughlin giving and supervising the "telephone treatment" to McGough; McLaughlin would dial and listen. McLaughlin is quoted as planning "all night treatment"; <i>Greaves</i> saw one of two men who "was just starting on watch" at this work. (<i>Vol. 22, P. 3587</i>)		No mention.
			<i>Sheehan</i> testified that McGough got the red carpet treatment from the SIU for a time, then something happened and Banks told him to give McGough "the business", and that he witnessed McGough then begin to get the "telephone treatment". (<i>Vol. 17, P. 2516</i>)		
Autumn 1956	Bernier, Guy		MONTREAL, P.Q., <i>Greaves</i> testified that the SIU were giving the "telephone treatment" (dial and listen) to a Mr. Bernier or Berthier. The	See also <i>Sheehan</i> testimony that he was ordered to arrange to have Guy Bernier	No mention.

October to Dec. 1958	Greaves, Richard	President of NAME	<p>MONTREAL, P.Q., <i>Greaves</i> testified that he received the "telephone treatment" from the time Scragg and Wood moved into the SIU hall as employees of the SIU. That is, the phone would ring repeatedly; many calls would consist only of silence or deep breathing, other times there would be a stream of abuse. (Later he received the same treatment in Vancouver). "Some days you would not even get off the phone". (<i>Vol. 22, P. 3470, 3481, 3489, etc.</i>)</p>	<p>The "telephone treatment" for Greaves began as soon as Scragg and Wood moved into the SIU hall in Montreal as employees of the SIU Licensed Division, within a day of their having been served with an injunction restraining their activities on behalf of NAME.</p>	<p>Reported harassment, office break-in, etc. to RCMP in Montreal, also to an assistant commissioner of RCMP in Ottawa, during period October 1958 to May 1959.</p>
March to Nov. 1959	Mongeau, Marvin	Crane Operator, St. Lawrence Seaway Authority. Member CBRT, local chairman in 1960.	<p>ST. CATHARINES, ONT., <i>Mongeau</i> testified that he started getting the "telephone treatment" after he had shown Greaves (President of NAME) around at request of Robson of CBRT. One caller claiming to represent the SIU Licensed Division threatened bodily harm, others made obscene remarks or were silent. About 25 or 30 calls a day. They stopped when he began calling the SIU hall and giving them the "silent treatment". (<i>Vol. 29, P. 4686</i>)</p>	<p>Both CBRT and SIU were active in trying to organize Seaway personnel.</p>	<p>No mention.</p>
January 1961	Sheehan, Michael		<p>MONTREAL, P.Q., <i>Sheehan</i> testified that he received the "telephone treatment" in January 1961, after he left the SIU and was trying to form the CMU. After being expelled from the SIU in February, he got calls con-</p>		<p>No mention.</p>

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
TELEPHONE HARASSMENT—Concluded					
Winter 1961-62	Leonard Donald	Northern Venture (owned by Northern Shipping, chartered to Island Shipping).	SHALLOW LAKE, ONT., <i>Leonard</i> testified that he received numerous telephone calls at home, all the one voice, over a period of about two weeks. The caller asked whom <i>Leonard</i> had signed up for the CMU. <i>Leonard</i> accused the caller of acting for the SIU, whereupon subsequent calls were abusive and profane. (<i>Vol. 20, P. 3184</i>)	<i>Leonard</i> was a former member of SIU. While working for a contractor in Owen Sound in August 1961, he made contact with CMU, passed out literature and canvassed for them, for this he was threatened by a man he understood to be from the SIU. He joined the Northern Venture on Oct. 15, 1961, and joined the CMU.	No mention.
Apr. and May 1962	McNamara, John M.	Lockmaster at Lock 1, Welland Canal; President of Local 212, CBRT.	ST. CATHARINES, ONT., <i>McNamara</i> testified that his phone rang repeatedly at inconvenient hours with no one on the other end of the line; there was deep breathing or someone would laugh, but never a conversation. There were a minimum of 25 or 30 calls over the period ending when he obtained an unlisted number. (<i>Vol. 26, P. 4255</i>). During July 1962, Mrs. <i>McNamara</i> received obscene phone calls and the number was changed again. (<i>Vol. 26, P. 4274</i>)	Local 212 and <i>McNamara</i> personally were active in protesting SIU tactics. <i>McNamara</i> was viciously beaten on June 19, 1962.	No mention.

Apr. and May 1962	Bilyk, Miss Violet Walker, Mrs. Violet Simon, Harry	Secretaries in CLC office, Toronto. CLC Regional Director of Organization for Ontario. Sec.-Treas. of CMU.	TORONTO, ONT., <i>Bilyk, Walker</i> and <i>Simon</i> testified that a flood of telephone calls to the CLC office started early in April and continued for about five weeks. Most of the callers hung up at once, some made rude remarks such as reference to scabs; none identified himself. Some days the calls kept up all day, so many that they completely tied up the three lines, estimated at several hundred. (<i>Vol. 12, P. 1681, 1704, 1708</i>) <i>Todd</i> testified that he made use of CLC facilities during this period and that he got a number of phone calls in which he was given abuse. (<i>Vol. 13, P. 1945</i>)	The CMU moved into space in the CLC office in mid-March 1962.	Simon complained to Det. Harold Smith of Toronto police, who told him that there was little that could be done. About a day after another visit to Det. Smith dealing mainly with unwanted deliveries, "the whole thing stopped".
Approx. May 1962	Palmer, Mrs. Thelma	Secretary and Switchboard Operator, Upper Lakes Shipping.	TORONTO, ONT., Mrs. <i>Palmer</i> testified on August 15, 1962, that many harassing calls had been received earlier, the last about three months previous; the calls were "nasty", expressing a low opinion of the Company and personnel; over 50 calls on the worst day. (<i>Vol. 3, P. 312</i>)	The SIU was picketing Upper Lakes vessels and taking other direct action.	No mention.
June or July 1962	Kammer, Harold	As above—see "Beatings", May 1962 re <i>Kammer</i>	CHICAGO, ILL., <i>Kammer</i> testified that while on temporary duty in Chicago, he received phone calls at the office of United Steelworkers in which the party calling held the line without speaking. (<i>Vol. 15, P. 2126</i>)	Kammer has been active in promoting a policy of neutrality, as between CMU and SIU, in Toledo and Detroit.	No mention.
Aug. 15 1962	Palmer, Mrs. Thelma	As above—see Approx. May 1962 re <i>Palmer</i>	TORONTO, ONT., Mrs. <i>Palmer</i> testified that she received several phone calls asking how she felt about SIU, how to join SIU, was she "a scabby Leitch bastard or bitch", was this the company "where the scabs worked". (<i>Vol. 3, P. 308</i>)	The Inquiry was hearing testimony from officials of Upper Lakes Shipping.	No mention.

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
THREATS OR INTIMIDATION					
No date given	The crew—	Irvingwood, owned by K. C. Irving, Saint John, N. B.	<p>Sheehan testified that the SIU, had a contract at one time with the <i>Irvingwood</i>; that when the contract expired, Irving refused to re-negotiate and put a new crew aboard. Sheehan and Turcotte were sent to organize the new crew; on Banks' orders, Sheehan used to take three or four men with him and follow the crew wherever they went. "The idea was to scare them". The crew nevertheless refused to join the SIU and the vessel sailed short-handed. (<i>Vol. 17, P. 2550</i>)</p>		No mention.
Oct. to Dec. 1958	Greaves, Richard	President of NAME.	<p>MONTREAL, P.Q., <i>Greaves</i> testified his office was watched and he was continually followed by Southern or Swait or others of the SIU. Southern was insulting to Greaves on a number of occasions, and once threatened that he would be found floating in the St. Lawrence if he didn't leave. Swait likewise spoke abusively, and threatened a "real beating". Scragg (formerly with NAME and now with SIU) threatened Greaves that Jack Casper would give him a beating if he didn't leave. Also when in Thorold for a meeting, Gagne (SIU) told Greaves they would have Casper "put a head on me". (<i>Vol. 22, P. 3481</i>)</p>	NAME and SIU had fallen out shortly before. A vote had been taken of NAME members on the question of amalgamation with SIU. Some of the NAME officials and members joined the Licensed Division of the SIU.	Greaves went to the RCMP in Montreal and Ottawa, gave a complete report and asked for protection.

No mention.

The SIU had walked off a number of vessels, including the *Lake-ton*, which was left in a position that made it difficult for other ships to pass.

WELLAND CANAL, ONT., *Mongeau* testified that a question arose as to whether the Seaway employees would be asked or ordered to move the *Laketon*, that there were three car-loads of SIU "goons or gangsters" there, and that the Seaway employees (CBRT members) feared violence. Mongeau saw a baseball bat in the car of the SIU representative at the scene. (*Vol. 29, P. 4686*)

Crane Operator
St. Lawrence
Seaway Author-
ity, and local
Chairman of
the CBRT.

Mongeau, Marvin

Nov. 9
1960

No mention.

Leonard testified that he had previously been a member of the SIU and had been DNS'd. While working for a contractor in Owen Sound, he made con-tact with the CMU, passed out literature and canvassed for them.

OWEN SOUND, ONT., *Leonard* testi-fied that he was visited at work by three or four men, one of whom iden-tified himself as an SIU representa-tive; *Leonard* had seen the same man at a desk in the SIU hall at Toronto. The man accused *Leonard* of bother-ing SIU members on vessels of Owen Sound Transportation and causing trouble for the SIU, and threatened him with a beating if he went near the vessels again. (*Vol. 20, P. 3182*)

Labourer for
a contractor
working on
the Owen Sound
hospital.

Leonard, Donald

August
1961

No mention.

The CMU was at-tempting to organize the three vessels of Owen Sound Trans- portation Co., in com- petition with the SIU.

OWEN SOUND, ONT., *Devoe* testified that Jack Jacobson, known to him as a patrolman for the SIU, came aboard about noon with ten or twelve others and accused him of being an "instigator" in signing crew- men of the *Norisle* as members of CMU. *Devoe* denied this. About 7:30 p.m., Jacobson came to him with two others and demanded that he sign a paper repudiating his mem- bership in CMU, with the promise that he would then remain in good standing with the SIU. He refused at

Normac (Owen
Sound Transpor-
tation Co.)

Devoe, Ambrose
Powell, Ralph
Morton, Barry
Earl, Moses

Oct. 17
1961

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
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THREATS OR INTIMIDATION—Continued

first, but then signed under threat of being removed from the vessel. (*Vol. 19, P. 3023*).

Powell and Morton each were present for some of the discussion and each were faced with the same choice. Later Devoe saw Morton and Powell about to leave the ship, but Powell was finally told he did not have to sign and was allowed to sail. *Powell* and *Morton* testified to the same effect (*Vol. 20, P. 3047 and 3075*); also *Powell* testified that one of the men with Jacobson had a baseball bat in the afternoon (*P. 3050*).

See also *Exhibit O-46* filed before the Commission, being a transcript of proceedings before the Canada Labour Relations Board on December 14, 1961.

Earll testified before the Board regarding this incident to the same general effect, including a statement that Jacobson had a baseball bat and that he made remarks suggesting its use; further evidence listed below under *Delivery of Goods not Ordered*. (*Pages 113 et sequi of Exhibit O-46*)

Earll testified before the CLRB (as per *Exhibit O-46*) that he phoned the police about the phone calls, but they could not trace the calls and recommended that he change his number.

1961	Tolhurst, Ronald	Truck driver for C.E. Elliott & Sons, Hamilton.	PORT COLBORNE, ONT., <i>Tolhurst</i> testified that he was making delivery to <i>Bay Transport</i> (Hall Corp., vessel) approached by Gagne and another man. Gagne looked through the order, saying he had complaints from the <i>Redwing</i> and <i>Sherman</i> (Upper Lakes Vessels). Said if the company did not stop supplying <i>Wheat King</i> and <i>Northern Venture</i> (both operated by Upper Lakes) "there would be something done about it." (<i>Vol. 9, P. 1318</i>)	Shortly before the Port Colborne incident, Elliott, the employer, had been warned not to supply the <i>Wheat King</i> , but had said he intended to continue. The caller said he was an SIU representative from Thorold but gave no name.	No mention.
1961 and early 1962 seasons	Elliott, Kenneth	President, C. E. Elliott and Sons, Hamilton.	HAMILTON, ONT., <i>Elliott</i> testified that in 1961 before the <i>Wheat King</i> arrived for the first time, he had a call from a person claiming to be an SIU representative from Thorold who told him not to put any supplies aboard the <i>Wheat King</i> and warned him "it would go rough" with him if he did (<i>Vol. 9, P. 1295</i>) <i>Elliott</i> testified he supplied the <i>Wheat King</i> and that shortly thereafter, in 1961, he was called on the phone by someone claiming to be an SIU man who warned that if he continued to supply vessels of Upper Lakes Shipping or Island Shipping he would find his truck and himself at the bottom of the Welland Canal. (<i>Vol. 9, P. 1301</i>) <i>Elliott</i> testified that cooks aboard vessels of other companies made unreasonable complaints about food and other commodities this company supplied. Elliott investigated the complaints, e.g. the <i>Redwing</i> (Upper Lakes) in 1961, and found no foundation for them. (<i>Vol. 9, P. 1298</i>). <i>Elliott</i> testified that trouble continued in the 1962 season up until the Inquiry began. Drivers have been called scabs and have been told by union members to stop supplying Upper Lakes ships. Complaints about the food supplied have continued (<i>Vol. 9, P. 1300</i>) but not from Cooks of Upper Lakes vessels (<i>Vol. 9, P. 1303</i>).		

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
THREATS OR INTIMIDATION—Continued					
Spring— 1962	Tolhurst, Ronald	As above—see <i>1961 re Tolhurst</i>	SARNIA, ONT., <i>Tolhurst</i> testified that he was making a delivery to the <i>Sherman</i> (Upper Lakes). There were three pickets, outside the gate at the ship carrying signs, witness did not remember what the signs said. Pickets obstructed the truck as it left, threw their signs at it, and followed in a car. They were stopped by a police car after two or three blocks. (<i>Vol. 9, P. 1321</i>).	The SIU was picketing and otherwise harassing Upper Lakes ships in various ports.	Police intercepted the pursuing pickets.
April— 1962	St. Croix, Kenneth	Wheat King (Owned by Island Shipping, operated by Upper Lakes).	MONTREAL EAST, P.Q., <i>St. Croix</i> testified that he and James Fells took a taxi, intending to go to the home of St. Croix' parents. The taxi was followed by a car containing two men he recognized as SIU members or adherents. St. Croix and Fells left the taxi, the following car pulled up beside them and St. Croix invited the driver to get out. At this point a police car came along and the SIU car "took off". (<i>Vol. 21, P. 3258</i>)	The vessel was unloading gypsum from Halifax. There were a few pickets with signs outside the gate. (<i>Vol. 21, P. 3257</i>). The signs said something about the SIU fighting the CMU (<i>Vol. 21, P. 3283</i>).	The witness believed that the police car had followed the SIU car from Montreal East.
May 8 1962	Vaillancourt, Charles B.	Chief Mechanic, Three Rivers Grain Elevator.	THREE RIVERS, P.Q., <i>Vaillancourt</i> testified that he was followed from his house on the way to work by three men in a Buick car, that when he stopped to buy papers they threatened him "if you go to work this morning you will take a forced hol-	The elevator was being picketed by three or four men carrying SIU signs. The <i>Seaway Queen</i> (Upper Lakes) was being unloaded, stievedores and grain	No mention.

June 6 1962	Nolawski, Stephen	Vice-President of Local 7000, United Steel- workers of America, and Cleveland Port Director.	CLEVELAND, OHIO, <i>Nolawski</i> testified that a visitor asked for Neubauer, who had just been released from hospital after being beaten with an iron bar. Visitor said he was from SIU and threatened further beatings to Neubauer, Nolawski, and Chrobak (a senior officer of the Steelworkers) if allegations against SIU continued. Caller identified as Larry Rice, an SIU representative at Alpena, Michigan. (<i>Vol. 14, P. 2110</i>).	Neubauer, President of Local 7000, had been attacked May 2, 1962, shortly after an edi- torial he wrote ap- peared in the <i>Great Lakes Sailor</i> for March, 1962.	No mention.
May to July 1962	Curry, John C.	A port repre- sentative for United Steel- workers of America, and President of Local 5000.	DULUTH, MINN., <i>Curry</i> testified that he received a series of ominous or threatening telephone messages, also calls where the caller hung up at once or breathed heavily and then hung up, over a ten-week period from May to mid-July. One message described accurately his own recent move- ments, another his wife's recent pur- chases of groceries, another was "Is your daughter the one with the blonde hair and the long pony-tail?" Another was that he would not be around to deliver a speech on Friday, i.e. at the Duluth Central Labour	The Steelworkers were advocating that the Duluth Central Labour body be neutral as be- tween SIU and CMU, as requested by Jodoin.	No mention.

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
THREATS OR INTIMIDATION—Concluded					
Oct. 9-10 1962	Boyer, Wilfred	Manager of Transit Tankers.	<p>MONTREAL, P.Q., on the afternoon of October 9, the <i>Transbay</i>, a lighter owned by Transit Tankers, was employed to fuel the <i>Redwing</i>, an Upper Lakes ship. <i>Boyer</i> testified that after the <i>Redwing</i> was fueled, he got a telephone call from Banks to the effect that someone on the <i>Transbay</i> phoned the SIU to advise that the vessel had just fueled the <i>Redwing</i>, that Banks added "I am telling you this for your own information", and that he thereupon said to Banks that it might be better to have the fueling of Upper Lakes done by someone else. <i>Boyer</i> testified further that he assumed that Banks was tipping him off that he had better not do the fueling. (<i>Vol. 30, P. 4829 and 4832</i>).</p>	<p>The <i>Transbay</i> was manned by S.I.U. members. The crew had refused to service an Upper Lakes ship in May 1962; they served the <i>Redwing</i> on Oct. 9, 1962, they refused to service another Upper Lakes vessel on Oct. 10, 1962. (<i>Vol. 30, P. 4845</i>)</p>	No mention.

DELIVERY OF GOODS NOT ORDERED

March to Nov. 1959	Mongeau, Marvin	Crane Operator, St. Lawrence Sea- way and Local Chairman, CBRT.	ST. CATHARINES, ONT., <i>Mongeau</i> testified that in addition to getting nuisance phone calls over the period, he had visits or calls from plumbers, three taxis at a time, a man wanting to sell a Volkswagen on a lead he said he got from the SIU hall, and a mon- ument salesman. (<i>Vol. 29, P. 4697</i>)	CBRT and SIU were both attempting to organize Seaway Em- ployees.	No mention.
Approx. Oct. 18 to 20, 1961	Earl, Moses	Normac (Owen Sound Trans- portation Ltd.)	See incident of Oct. 17, 1961, under <i>Threats of Intimidation</i> .	The CMU was at- tempting to organize the three vessels of Owen Sound Trans- portation Co. in com- petition with the SIU; Earl had joined the CMU in the early part of October.	The police were called, but were unable to trace the calls, and recommended that the number be changed.
April to May 1962	Bilyk, Miss Violet Walker, Mrs. Violet }	Secretaries in CLC office, Toronto, Ont.	In testimony before the Canada Labour Relations Board on Dec. 14, 1961, (<i>Exhibit O-46</i>) <i>Earl</i> said that after leaving the <i>Normac</i> on Oct. 17, 1961, he received "pestering" tele- phone calls in some of which he rec- ognized the voice of Fred Southern of the SIU; that two taxis and a hearse were sent to his home without any order from him. (<i>Pages 113 et</i> <i>sequi of Exhibit O-46</i>)	CMU moved into space in the CLC office in mid-March 1962.	Simon went to To- ronto police, after which calls ceased.
	Simon, Harry	CLC Regional Director of Organization, Toronto, Ont.	TORONTO, ONT., Miss <i>Bilyk</i> , Mrs. <i>Walker</i> , and Mr. <i>Simon</i> testified that, during the same period that tele- phone harassment was experienced, deliveries were made of goods that had not been ordered, or callers were received on false orders—12 barbe- cued chickens, a man seeking mea- surements for uniforms, a load of chairs, dry cleaners to take down drapes, a supplier to measure win- dows for drapes, a photographer, calculators, typewriters, five cases of beer, a number of ambulances. (<i>Vol.</i> <i>12, P. 1687, 1704, and 1708</i>)		

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
DELIVERY OF GOODS NOT ORDERED—Concluded					
May 1962	McNamara, John M.	Lockmaster at Lock 1, Welland Canal; President of Local 212, CBRT.	ST. CATHARINES, ONT., <i>McNamara</i> testified that he was offered delivery of a hot meal which he had not ordered at Lock 1.	Local 212 and McNamara personally were active in opposing the SIU and protesting its tactics. McNamara was viciously beaten on June 19, 1962, and suffered telephone harassment, damage to his car tires, and other attentions.	No mention.

OTHER UNLAWFUL ACTS

Nov. or Dec. 1956	Stirling, John	NAME representative in the Thorold area.	THOROLD OR ST. CATHARINES, ONT., <i>Greaves</i> testified that McLaughlin of the SIU showed him a pile of files and correspondence and said that it had just come from Thorold, stolen from Stirling; that Mat Davidson, an SIU patrolman or official in Toronto, showed him in Toronto in December a briefcase which he said he (Davidson) and Gagne of the SIU had stolen from Stirling's parked car in either St. Catharines or Thorold. <i>Greaves</i> also mentioned a newspaper account of Stirling's car being painted in late 1956 or early 1957. (<i>Vol. 22, P. 3562</i>) <i>Sheehan</i> testified that Gagne, Port Agent at Thorold for SIU, told him	Stirling was one of the NAME group that first was friendly to Banks and then fell out with him later.	No mention.
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Oct. 28 1958	Greaves, Richard	President of NAME.	<p>MONTREAL, P.Q., <i>Greaves</i> testified that he returned to his office on the Monday after the injunction was served on Messrs. Scragg and Wood (Oct. 28?) to find that it had been wrecked. Stationery torn up and scattered; files, records, typewriter and equipment taken. (<i>Vol. 22, P. 3472</i>)</p> <p>Banks directed Bell Telephone Co. to send calls for NAME through SIU.</p>	<p>Injunction issued Oct. 24, 1958, restraining Scragg and Wood from acting on behalf of NAME. Scragg and Wood moved to the SIU hall and became SIU members.</p>	<p>Reported to police; a detective obtained a list of what had been taken.</p>
June 29 and 30 1961	Wheat King (<i>Island Shipping</i>).		<p>SEVEN ISLANDS, P.Q., vessel fired upon from a small boat during the hours of darkness. Ships' officers returned the fire. Criminal charges laid against Doucet, a Vice-President of the SIU, Dupuis and others. (From argument by J. A. Geller—<i>Vol. 105, P. 15794</i>)</p>	<p>Vessel on the way to England with a CBRT crew, after SIU crews walked off.</p>	<p>Police were called in and investigated. Criminal charges were laid.</p>
July 14 1961	Northern Venture (Owned by Northern Shipping, chartered to Island Shipping).		<p>See also testimony of <i>Capt. Carr</i> (<i>Vol. 5, P. 594</i>), Constable <i>R. Raugier</i> of Quebec Provincial Police (<i>Vol. 10, P. 1439</i>), <i>R. Doucet</i> (<i>Vol. 10, P. 1397</i>), and <i>J. E. U. Dupuis</i> (<i>Vol. 10, P. 1468</i>).</p> <p>PORT WELLER, ONT., Island Shipping obtained an injunction on July 14, 1961, restraining all picketing of <i>Northern Venture</i> and <i>Wheat King</i> in Ontario. Pickets refused to dis-</p>	<p><i>Northern Venture</i> tied up in Port Weller. Picket line formed by Paul Gagne of SIU July 10, 1961. Several</p>	<p>See testimonies mentioned under Particulars by Shannon and Buchanan.</p>

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
OTHER UNLAWFUL ACTS—Continued					
			<p>perse. Mayor Buchanan of St. Catharines read the Riot Act. (From Argument by J. A. Geller—<i>Vol. 105, P. 15796.</i>)</p> <p>See also testimony by A. E. Shannon, Deputy Chief Constable of St. Catharines Police Department (<i>Vol. 8, P. 1180</i>) and I. D. Buchanan, Mayor of St. Catharines, (<i>Vol. 8, P. 1222</i>).</p>	of the CBRT crew left and joined the picket line.	
April 26 1962	Burden, Capt. L. E.	McCorquodale (<i>Upper Lakes</i>).	THOROLD, ONT., Burden testified that while the vessel was in Lock 6, in sight of the SIU hall at Thorold, ten or twelve men left the hall, came to the lock wall, called the crew names, and threw eggs and stones at the crew and at the vessel. A cabin light was broken, a stone came through the mess room window, there were rocks all over the deck. (<i>Vol. 8, P. 1080</i>)	The vessel was making successive trips from Toronto to Fort William and return, and was being picketed each time at Toronto and Fort William by men carrying SIU signs.	No mention.
Apr. 30 1962	Todd, James	Secretary-Treasurer, CMU.	TORONTO, ONT., Todd testified that two men accosted him at the entrance to his apartment as he returned for supper. They apparently had been lurking there, and pushed their way into the apartment. The same two had been at his office during the afternoon seeking to ship out, but at	The CMU was attempting to organize seamen in direct opposition to the SIU.	Police were called and patrolled the area for the following two weeks or so.

the apartment they said they had been sent to get “fixed up” for doing a job on the SIU agent at Thorold. Todd rejected this as phoney, and voices rose: Mrs. Todd came to the door with a pot of hot grease, and the men left. (*Vol. 13, P. 1945*)

May 5
1962

Staples, John Alfred

International
Nickel Co.,
Port Colborne.

PORT COLBORNE, ONT., *Staples* testified that he lives at the Star Hotel in Port Colborne, that his room was broken into and ransacked while he was at work on the night of May 5-6, that his briefcase was missing containing correspondence with CMU and CLC officials including files of members and of prospective members, that his seaman's discharge book and a picture of his children were also missing, that correspondence with United Steelworkers was not taken nor a small amount of money left in an open drawer. (*Vol. 11, P. 1588*)

Staples assisted the CMU in organizing crews and getting crew members ready for ships in opposition to the SIU, from February on.

Theft reported to police; investigation unsuccessful.

May 10
1962

Todd, James

England, William

Secretary-
Treasurer CMU

General Representative, CLC

HIGHWAY 400 NORTH OF BARRIE, ONT., *Todd* testified that he was driving back to Toronto from Port McNicoll with England, and that two cars “sandwiched” him and tried to stop him. One of the cars was driven by Gagne, SIU port agent at Thorold, the other was driven by John Jacobson, SIU patrolman from Toronto; Jacobson was accompanied by two other SIU men. Todd escaped from the “sandwich,” and stopped at the police station near Barrie. The police intercepted the two cars and Todd and England went to

Todd and England had gone to Port McNicoll in the morning to conduct a meeting with crewmen from the S.S. Assiniboia concerning contract negotiations.

Police intercepted the two cars within about 15 minutes of the incident

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
OTHER UNLAWFUL ACTS—Concluded					
			the scene; the SIU men were insulting and one threatened Todd "we are going to get you". (<i>Vol. 13, P. 1959</i>)		
			<i>England</i> testified to the same effect (<i>Vol. 14, P. 1985</i>) Constable J. S. <i>Stone</i> of Ontario Provincial Police testified as to his part in the incident. (<i>Vol. 14, P. 2008</i>)		
			<i>Gagne</i> testified that he passed Todd but that he made no attempt to interfere with Todd and that he had left Jacobson behind in Port McNicoll, that "I seem to remember leaving about thirty minutes before Jacobson.; and that he had arranged to meet Jacobson on the highway without specifying an exact spot. (<i>Vol. 88, P. 13218</i>)		
May 1962	James Norris (an Upper Lakes vessel)		TOLEDO, OHIO, Capt. H. B. <i>Baseley</i> testified that his ship was fired upon at least three times while tied up awaiting issuance of an injunction to remove the pickets. (<i>Vol. 8, P. 1235</i>)	The vessel was tied up at the Toledo Overseas Terminal Dock for about 8 or 9 days. It was picketed every day by boat; the picketers had a number of different signs which they changed from day to day.	Coast guard and harbour police were notified.

The police patrolled the streets, warned the picketers repeatedly, finally arrested 29, also gave protection to various persons who requested it. (The arrested men claimed to be SIU members.)

Four Upper Lakes ships were in port (Seaway Queen, Mauna Loa, R. Bruce Angus, and Gordon C. Leitch) and were being picketed, most of the activity in front of the Three Rivers Grain Elevator.

THREE RIVERS, P.Q., Mayor J. A. Mongrain testified that on May 11 he was given a copy of an injunction prohibiting picketing in Three Rivers, that he assumed the duties of the Chief of Police. Picketers were active in front of the Three Rivers Grain Elevator Company; on both May 11 and 12 they were repeatedly warned to desist. Finally 29 picketers were arrested in the early afternoon of May 12; they said they were all members of the SIU and many were so identified, but none was from Three Rivers. (Vol. 8, P. 1086) Bail was provided by the Administrator of the Canadian Seafarers' Welfare Plan (Vol. 59, P. 8954).

MONTREAL, P.Q., Sheehan testified that a shotgun was fired from a passing black or blue Lincoln car, driven by Gralewicz of the SIU, as Sheehan was about to enter his own car. Sheehan felt the draft on his legs as the charge struck the left rear fender. (Vol. 17, P. 2530)

BUFFALO, N.Y., McKee, first mate, testified that the ship was fired upon. Four or five shots were fired from shore, and two hit the ship. (Vol. 9, P. 1261)

A charge was laid against Gralewicz but he was acquitted because of reasonable doubt as to the identity of the attacker.

Incident reported to the Coast guard, nothing further known.

Seaway Queen, Mauna Loa, R. Bruce Angus, and Gordon C. Leitch (all Upper Lakes vessels)

President of CMU.

R. Bruce Angus (Upper Lakes).

OTHER REPORTS OF VIOLENCE AND INTIMIDATION

Not given.

MONTREAL, P.Q., Sheehan testified that Banks told him on two occasions that in 1949 he had had Larry Dallings' legs broken—the pavement treatment. (Vol. 17, P. 2501)

EXAMPLES OF INTIMIDATION AND VIOLENCE—Continued

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
OTHER REPORTS OF VIOLENCE AND INTIMIDATION—Continued					
1952 or 1953	Not given.	Not given.	<p><i>Sheehan</i>, former SIU patrolman, testified that Bob Aitken was the first "muscleman" he remembers being employed by the SIU, and that Aitken told <i>Sheehan</i> of beating up people for criticizing the SIU; one in the Blue Bird Hotel, one in the Rockford Tavern, and one in Saint John, N.B. (<i>Vol. 17, P. 2496</i>).</p>		
1957 or 1958	Not given.	Not given.	<p>ST. CATHARINES DISTRICT, ONT., <i>Sheehan</i> testified that Gagne told him he had just had two goons, two Teamsters from around Hamilton, do a job on somebody from the St. Catharines district for \$400. (<i>Vol. 17, P. 2515 and 2516</i>)</p>	The SIU and CBRT were both trying to organize Seaway employees.	
1959	McMaster, Jack	An SIU employee.	<p>MONTREAL, P.Q., <i>Sheehan</i> testified that <i>Gralewicz</i>, an SIU official or muscleman, asked where he could hire goons to work over <i>McMaster</i>, an SIU member who had been criticizing Banks and the SIU around the Seamen's Institute. <i>Gralewicz</i> later told <i>Sheehan</i> that <i>McMaster</i> was no longer around Montreal, that he "got the business". (<i>Vol. 17, P. 2528</i>)</p> <p><i>Wood</i> testified that <i>Gralewicz</i> told him that he (<i>Gralewicz</i>) had received \$200 from Banks to have <i>McMaster</i></p>		

beaten up, and he asked Wood to get any tough from a CPR vessel to do the job. *Wood* testified that he was with Banks later when Gralewicz reported to Banks that he had had McMaster beaten by two policemen and that McMaster had left town. (*Vol. 24, P. 3865*)

Christmas week 1959
Two unidentified crewmen
Federal Voyager (*Federal Com. & Nav.*).

LEVIS., P.O. *Sheehan* testified that he was sent to organize the *Federal Voyager*. When he got there Doucet told him that the crew had signed or were going to sign with the CBRT and that he had two of them "worked over" in a hotel. (*Vol. 17, P. 2546*)

May 16 1962
Tug crews, not further identified

James Norris (*Upper Lakes*).

TOLEDO, OHIO, T. *Anderson*, partner in a firm operating a grain elevator and loading facilities, testified that tug crews refused to serve the vessel even after an injunction had been obtained enjoining picketing. They said they had been threatened that something would be dumped on them from the bridges if they took the *James Norris* up the river. (*Vol. 7, P. 1000*).

The vessel had been picketed by pickets carrying IBU signs in a small boat owned by the SIU.

May 20 1962
Three employees not named

Grain elevator operated by "Andersons" Toledo, Ohio.

TOLEDO, OHIO, T. *Anderson*, partner in the firm operating the elevator, testified that three employees were beaten in a bar after company employees had loaded the *James Norris* (an Upper Lakes vessel), local stevedores (members of ILA) having refused to do so. *Anderson* testified that the president of the Toledo local of ILA admitted having been present

The *James Norris* was picketed while at the elevator. Picket signs indicated an SIU dispute. The ILA stevedores refused to work the vessel because of the pickets; they were paid as if they had worked the ship, al-

No mention.

EXAMPLES OF INTIMIDATION AND VIOLENCE—*Concluded*

DATE OF INCIDENT	NAME	EMPLOYMENT	PARTICULARS	SURROUNDING CIRCUMSTANCES	ACTION TAKEN—IF ANY
OTHER REPORTS OF VIOLENCE AND INTIMIDATION— <i>Concluded</i>					
			when the beating occurred, and admitted also that he knew who had done the beating. (<i>Vol. 7, P. 1008</i>)	though the actual work was done by elevator employees, to prevent any charge of scabbing. See also incident of May 16, 1962, involving IBU picket signs carried in an SIU boat.	

GENERAL TESTIMONY

(a) *The pavement treatment*

Sheehan testified that this meant breaking a man's legs by getting them across the pavement and jumping on them, and that Banks told him of having this treatment given to Larry Dalling in 1959. (*Vol. 17, P. 2501*)

Greaves testified that Banks' idea of a real *dumping* was to knock a person down, jump on their legs and break the legs, that Banks talked about this in 1957 in his presence. (*Vol. 22, P. 3581*)

(b) *The elevator treatment*

Greaves testified that on two or three occasions in 1957, Banks would make the remark about someone who gave him trouble. He quoted Banks to the effect that a person would leave Banks' office in fine health, but when they got out of the elevator "they would be in a pretty bloody mess before they were thrown out in the street". (*Vol. 22, P. 3580*)

(c) *Weapons*

Greaves testified that during March or April of 1957, in a tour of the SIU premises in Montreal, Banks showed him about 50 two-by-fours and baseball bats in basement storage space, the two-by-fours carved for gripping, and that Banks hinted broadly that they could be used as weapons and yet could be given an innocent appearance. (*Vol. 22, P. 3566*)

SCHEDULE 32

COURT OF CANADIAN CITIZENSHIP MONTREAL

HAS APPEARED:

Ottawa file No. 107741

HAL CHAMBERLAIN BANKS,
residing at 95 Lakeshore
Road, POINTE CLAIRE,
Province of Quebec,
Petitioner for Canadian Citizenship

DECISION OF THE COURT

The Applicant of Norwegian ascent, was born at Waterloo, Black Hoawk County, Iowa, U.S.A., February 28th, 1909. After divorce, he remarried a Canadian woman, August 13th, 1953, in Baltimore, Maryland, U.S.A. He has no children.

He was admitted as landed immigrant on May 8th, 1952.

Elected vice-president of the Seafarers' International Union of North America, on March 30th, 1951, he was appointed administrator of the Union by the Executive Board, "with full authority to make such adjustments as are necessary for the protection of the Seafarers, in the Canadian District".

This Union is affiliated with the Canadian Labour Congress, (CLC), the American Federation of Labour and Congress of Industrial Organizations, (AFL-CIO).

The Applicant's educational background was stated to be as follows: "Elementary school, Minneapolis, Minnesota, High School, Minneapolis, High school with the U.S. Navy, University, California, (engineering) and twenty five years as Labour Administrator and Organizer, Berkly University of California".

The provisions of *Section 27* of the Citizenship Act read:

"An application for a certificate of citizenship shall be filed with the Clerk of the Court and shall be posted by the Clerk in a conspicuous place in his office, or as otherwise prescribed by regulation, continuously for a period of at least three months before the application is heard by the Court. 1946, c. 15, s. 32."

The provisions of *Section 28* of the Act read:

"At any time after the filing of an application for a certificate of citizenship and previous to the hearing of the application, any person objecting to the granting of the certificate to the applicant may file in the Court or otherwise as prescribed in the regulations an opposition in which shall be stated the grounds of his objection. 1946, c.15, s.33."

Were filed seven oppositions, namely, by:

Omer Boudreau, Seaman,

John McGough, Secretary of the Great Lakes and Eastern District of the National Association of Marine Engineers,

Byron S. Ryan, Seaman,

Morris Marrinan, Seaman,

H. Mockeridge, President of the Montreal Steel and Foundry Workers Union,

Richard Jurkiewicz, Seafarer, Windsor, Ontario.

An undated opposition signed by eighteen seamen who did not give their address.

Most generally, the oppositions are based on the Court records and the illegal or unethical Union activities of the Applicant, who admitted the Court appearances alleged.

Mr. John Ahern, Q.C., acted for the Applicant, Mr. William I. Miller, for Mr. John McGough, Mr. Clarence Rosenhek for Mr. H. Mockeridge. The other opponents were not represented. Were not examined in Court, Richard Jurkiewicz, and the seamen who could not be summoned.

1. Mr. Boudreau refers to the numerous Court appearances of the Applicant; the Certificate of Rehabilitation granted him, for his penitentiary sentence in California, U.S.A., as not absolving him of the charge laid; to the influence of the American Labour "Racketeering" in Canada.

2. John McGough contends that the Applicant is not of a good character, on account of his "criminal convictions", his numerous instances of violence and threats of violence within Labour Circles; his attempted break-down of Trade Unions, among which the National Association of Marine Engineers.

Mr. John Ahern, Q.C., objected to the hearing of this opposition on the ground that Mr. John McGough is not a Canadian citizen. The objection was taken under reserve.

I am of opinion the opposition may be considered because Section 28 of the Citizenship Act, does not state specifically that the opponent should be a Canadian Citizen and also because the spirit of the Act is, I think, that the Citizenship Courts should have the benefit of any possible information.

This opponent contends that, lately, he had, over the telephone, threats made to him, which originated from the headquarters of the Seafarers' Union for, during the conversation, he "heard the clock ring and the hearing was with a bell similar to the ones used on ships".

Cross-examined by Mr. Ahern, he admitted that on the 23rd day of July 1957 he was charged of having fraudulently failed to account of an amount of approximately \$150,000.00 in contravention of Section 276 of the Criminal Code, and that he was also charged of committing a theft in same amount, the property of the members of the National Association of Marine Engineers of Canada Inc., the whole in contravention of Section 274 par. E of the Criminal Code.

These cases are still pending.

In support of this opposition, Mr. John Sterling, a business agent, was examined. He contends, and it is admitted, that the Applicant, in 1955, sent him to Vancouver, B.C., to create disturbance, in the Labour Circles. A letter signed by the Applicant, was filed which reads in part:

"15th February, 1955.

Mr. Norman G. Cunningham,
Seafarers' International Union
of North America,
298 Main Street,
VANCOUVER 4, B.C.

Dear Norm,

"This will introduce Mr. J. M. Sterling, the representative of the Government Seafarers' and Dockyard Workers' Union, our chartered affiliate. He is going to work on the Engineers and Mates on the West Coast, and we are helping them out at the present time . . .

"... We are going to try to give McKie and Bullock the business. We are tired of letting these cockroaches clutter up our kitchen. See what you can do, and let me know how things are going."

The witness said he received threats "from Paul Gagné, one of Mr. Banks' men". Mr. Miller asked him:

"Did you not hear Mr. Banks say that he can get rid of anybody in Montreal for \$1,500?"

"Yes, and Mr. McGough was present and can confirm it."

Mr. George J. Ellis, business agent, Great Lakes of Eastern district, confirmed this declaration.

On this point, the Applicant was re-examined by Mr. Ahern.

"What do you have to say about getting rid of anybody in Montreal for \$1,500 as alleged by Mr. John McGough, John G. Ellis and John Sterling?"

"If I recall correctly, this was to retire certain officials. Otherwise I deny their statements, they are not true."

Mr. F. Provost, President of the Quebec Federation of Labour and Vice-President of the Canadian Labour Congress, appeared for the Applicant. He said:

"Avant de témoigner, je tiens à dire que j'ai reçu de la part de John McGough des menaces d'intimidation au sujet d'un montant de \$1,500 que j'aurais reçu. Je tiens à déclarer à la Cour que je n'ai rien reçu de personne."

Mr. McGough examined by his attorney,

"What do you have to say about the statement made by Mr. Provost as to an offer of \$1,500?"

"I think that I have been misinterpreted."

3. Byron S. Ryan refers to the numerous Court appearances, the illegal union activities, the certificate of Rehabilitation. In his opinion, the Applicant would be: "obviously a part of the criminal element so prevalent labourwise these days". He declared that he was deprived of his livelihood by the action of the Applicant.

Cross-examined by Mr. Ahern, he admitted having been convicted twice, "once in Canada and once in South Africa in 1954".

4. Morris Marrinan opposes the application on account of "Vicious and tyrannical treatment of the rank and file Seamen employed on Union ships under his command". "His introduction to the Canadian Mercantile Marine of his ill-famed notorious D.N.S. (Do Not Ship Black List) has caused untold sufferings, hardships and misery to Canadian Flag Seamen." "A noted bully and a most outstanding tyrant."

5. H. Mockeridge blames in writing, the tactics employed by the Seafarers' International Union of America, in organizing the "Dredges and Tugs" Fleet of Marine Industries Ltd., presently employed on the Seaway project.

As the Canadian Labour Relations Board heard the points raised in this opposition, I think that this Court has no jurisdiction to review the finding of the Board.

Mr. Rosenhek asked Mr. Mockeridge the following questions:

"Will you take knowledge of an article published in the *Canadian Sailor*?"

"Yes".

"Will you read the article?"

"I am called a 'thug'."

"Who is running that paper?"

"H. C. Banks".

6. Richard Jurkiewicz refers to the Court records his numerous instances of violence within Labour circles in Canada. He adds that from 1950 to 1955 he was compelled to pay a tribute to be able to sail on a Canadian ship.

7. The eighteen seamen: The Applicant is trying to get control of the Canadian waterfronts in the same way "the American gangsters and racketeers have control of the New York Waterfront"; he uses terrorist methods to keep Canadian seamen in line with his wishes; uses union funds to buy properties; expels members of long standing in the union; etc.

This concludes the examination of the oppositions filed.

Seven persons were examined, on behalf of the Applicant, namely:

Horace Thivierge, Captain, Montreal Police Force;

Frank Hall, representative of the non-operating Railway Workers Union;

Claude Jodoin, President of the Canadian Labour Congress;

Roger Provost, President of the Quebec Federation of Labour and Vice-President of the Canadian Labour Congress;

Louis Laberge, Agent d'affaires, L'Association Internationale de Machinistes, President du Conseil des Métiers du Travail, Conseiller municipal de Montreal;

Leslie L. Roos, Barrister, San Francisco, California

1. Horace Thivierge. Examined in French by Mr. Ahern, he said that he has known the Applicant for four years, when fifty communists were arrested on a ship; he thinks he is of good morality. In 1950 he helped to settle a piracy case where fifty members of the Provincial Police, fifty members of the R.C.M.P. and fifty constables of the Harbour were on duty.

To Mr. Miller he says that he is aware through the newspapers of the charges laid against the Applicant. One of his sons worked for the Applicant during the summer holidays.

2. Frank Hall. Since 1948 he has seen the Applicant frequently and has a high opinion of him. He thinks that the conviction for being in possession of smuggled cigarettes is a minor offense, that he has paid his debt to society on the conviction for issuing cheques, N.S.F. He is responsible for the coming to Canada of the Applicant to clear the Union "infested with communists". In his opinion: "To handle seamen it is a tough job". In his business: "he has to be tough".

3. Claude Jodoin. He has been acquainted since 1948-49 with the Applicant who, in his opinion, is of a good character, and from a professional standpoint, is "un actif pour le Canada". In his activities "il n'a pas manqué a l'etiquette".

Cross-examined by Mr. Miller, the witness says that the contribution of the Seafarers' Union to the Canadian Labour Congress is 7 cents per member per month and the members would be 12,000.

Mr. Miller asked him:

"You think that a man who has been before the Court about twelve times with or without conviction is recommendable?"

"It all depends of the nature of the complaints."

He thinks that he renders a service to Canada in recommending the Applicant.

4. Roger Provost. He has met the Applicant often and in his opinion he is a sober man and of good conduct. He has been acquainted only professionally with the Applicant who is not a personal friend.

5. Louis Laberge. He has known the Applicant for six years in Union activities and he has a great admiration for the applicant.

6. Leslie L. Roos. He was called as witness to explain the nature of the charges laid against the Applicant in California and also the nature of the certificate of Rehabilitation which was granted to him by Governor Warren.

As to the significance of the certificate of Rehabilitation, the witness said:

"The Governor of California may grant a pardon at his discretion and there are two methods to grant same. The first method is that the Governor may grant a pardon under his power and discretion; and the second method pursuant to Chapter 3.5, Title 6 of Part 3 of the Penal Code of the State of California. The Governor Earl Warren always applied the second method to grant a pardon and the procedure to obtain a pardon under the second method was to file a petition with the Superior Court, and to serve copy to the District Attorney and the Chief of Police in the County where the petitioner was convicted. After a statutory delay, evidence was made before Judge of Superior Court and at that time opposition could be also heard.

"This was the procedure followed in the Banks' case.

"That certificate of Rehabilitation restores the right of the petitioner to exercise all civil and political rights of Citizenship except for Section 4852.15 and recommends that the Governor of the state of California grant a full pardon to the petitioner."

The witness said that through the certificate of Rehabilitation the Applicant is being restored his rights and he is absolved of the consequences of the crime. The only right which is not restored is the right to practice law according to article 4852.15.

When the petition for a certificate of Rehabilitation was filed in the Superior Court, there was no opposition.

He was asked whether should the Applicant get into trouble again, the pardon would be revoked. The witness answered that there exists no such procedure. He was also asked whether there were any other offenses and he answered no.

According to the evidence adduced at trial, the Applicant appeared in Court, in the United States and Canada, on the following occasions:

1. In February 1930, at Los Angeles, California, U.S.A., he was arrested on four counts that is of issuing insufficient fund cheques. He pleaded guilty to one charge on March 6th. On March 27th he received a suspended sentence of nine months and put on probation for three years.

The judgment was rendered by Honorable Walter J. Desmond. The judge says that he gave him the benefit of every possible element of leniency that he could call upon. Instead of treating the offense as a felony, he sentenced him to nine months in the County jail, and as a part of the probation, suspended the operation of that sentence during good behavior, upon the condition that he would return the money he had secured by means of the cheques drawn on the bank. He said: "Because I have some confidence in you and because I believe you will make good, I am going to give straight probation. That is something that I do not very often do. Don't want you to fail me."

2. On July 22nd 1930, he was arrested at Los Angeles for burglary and also for issuing insufficient fund cheques. On September 17th, he pleaded guilty to the charge of issuing insufficient fund cheques. On September 27th he was sentenced to San Quentin penitentiary from 0 to 14 years.

On the charge of burglary the Deputy-district Attorney of Los Angeles County, Mr. Hunt, Esquire, said:

"In that case, I will be inclined to ask the Court to dismiss the action against the defendant. The officers of the sheriff's office inform me that the defendant is one of the parties who participated in the burglary, there being someone else who also participated in it, but who has not yet been apprehended. The officers are not able to apprehend him and the defendant has not given the officers any information concerning the other men and perhaps he feels that he has the right not to tell on anybody else. So, I will make the motion that the action No. 41612 should be dismissed at this time, in view of the sentence heretofore passed upon this defendant.

"THE COURT: Very well, case No. 41612 is ordered dismissed at this time."

3. On August 2nd, 1949, Mr. Homer W. Patterson, Esq., Judge of the Superior Court of the state of California in and for the county of Contra Costa heard the matter of the application of Harold C. Banks for a certificate of re-habilitation and pardon and decreed that the petitioner was fit to exercise all the civil and political rights and recommended that the Governor of the state of California granted a full pardon to the petitioner.

On the 24th day of January 1951, the Governor granted Harold C. Banks a full and unconditional pardon.

The document refers to the fact that Harold C. Banks had served term in the penitentiary from September 3rd, 1930, to the 8th day of March 1934 and had been released after having fully completed his sentence; to the further fact that Banks during the period of his rehabilitation had "lived an honest and upright life, conducted himself with sobriety and industry, exhibited a good moral character and has conformed to and obeyed the laws of the land".

4. On January 16th, 1937, the Applicant was arraigned in Municipal Court, Long Beach, California, on a murder charge growing out of a drunken brawl. He was charged with killing Orel O. Hammer as the result of a fight.

On March 13th, 1937, the case was heard by a jury of seven women and five men who found the Applicant not guilty of murder or manslaughter.

5. On June 28th, 1942, at San Bernardo, California, a charge of child stealing was dismissed. According to the documents filed, the information presented to the Court referred to the child's mother, Gertrude McLaughlin, who assisted in the removal of the child, without leave, from the custody of the child's grandmother.

6. On December 17th, 1947, at Richmond, California, two charges were laid, that of carrying dangerous weapons and of disturbing the peace. The first charge was dismissed and on the second the Applicant was fined \$30.00 or ten days and the fine was paid.

7. On May 7th, 1949, a charge was laid in Montreal City, Province of Quebec by Maurice Pitre against the Applicant, under Section 295 of the *Criminal Code*: assault causing bodily harm. This case was disposed of on October 18th, 1949. Judge Almond heard the case. Because the evidence adduced was not sufficient to convict, the complaint was dismissed.

8. On May 25th, 1949, in Montreal, P.Q., Frank Miner laid an information under Section 115 of the *Criminal Code*: possession of sawed-off shotguns and rifles. The Applicant and four other persons, all members of the S.I.U., were charged jointly. This offence occurred in March 1949. The information was preferred on May 1949. The Applicant elected speedy trial which was heard on October 18th, 1949. It was found by Judge Almond that the evidence adduced was not sufficient to convict the Applicant. Convictions were registered against the other persons.

9. On April 14th, 1952, at Montreal, Province Quebec, the Applicant entered a plea of guilty to a charge laid under Section 217-3 of the *Customs Act*. The goods involved were 36,000 cigarettes. The Applicant was fined \$200.00 plus costs. Fine and costs were paid.

10. On January 9th, 1954, in Montreal, Province Quebec, the Applicant was charged with intimidation. The charge was laid by Ryan Byron, a former associate of the Applicant in the S.I.U.'s activities. When the case was fixed for hearing, Byron failed to show up and the case was dismissed.

11. On January 20th, 1958, in Montreal, Province Quebec, a complaint was laid against the Applicant by Jacques Savard under the provisions of Section 248-241 of the *Criminal Code*: diffamatory libel, publishing a libel. The Applicant was charged jointly with Bruce Taylor and Leonard McLaughlin. The articles complained of were published in the *Canadian Sailor* on July 2nd, 1957.

Jacques Savard is referred to as: "Le Sournois Savard frappe de nouveau, essayant de nous trahir". His picture was published with the following notes: "Le Voleur, La Mentalité malade d'un voleur", "dégradant" etc. etc.

The same words were issued in the English version of the *Canadian Sailor*.

The charge against the Applicant was dismissed on October 10th, 1957, by Judge Théberge. McLaughlin and B. Taylor were committed for trial.

12. On October 17th, 1957, at Montreal, Province Quebec, an information and complaint was laid against the Applicant by Harry Mockeridge, Welfare Officer, of the City and District of Montreal. The information was laid against the Applicant, Bruce Taylor and Leonard McLaughlin, for having published a diffamatory libel in the *Canadian Sailor* on the 4th day of June 1957.

The article complained is entitled "Managements Living Cancer". I quote the following statement under the heading: "A real bad stink":

"A thug like Mockeridge . . .

"However Mil tried to cover the surrounding Mockeridge and his past and present activities . . . but they could not hide the stink . . .

"When this worm was brought out from under his slimy rock, the stench was so bad around the Board hearing room, it was almost nauseating" etc. etc.

The same statements appeared in the French version.

The case was heard by Judge Gerald Almond on December 19th, 1957, Bruce Taylor, the editor of the *Canadian Sailor*, said that the Applicant had no knowledge of the publication of the article in question before it was actually printed.

Judge Almond said "I cannot ignore this testimony which exonerates the accused even if one may think that he has an indirect control on what the paper publishes".

Bruce Taylor and Leonard McLaughlin were committed for trial.

13. On the 30th day of April 1954, the Honorable Mr. Justice Frederick T. Collins, of the Superior Court, district of Montreal, P.Q., rendered judgment on the petition of John Edward Droeger, Able Seaman, against Seafarers' International Union of North America (Canadian District) and Hal C. Banks, acting in his capacity as International Vice-President of the above Union, and as delegate of the Canadian district of the said Corporation, as well as personally.

A. The petitioner obtained the issue of a writ of mandamus against the Defendants and alleged and claimed in part, that without any lawful cause, respondent Banks did on the 30th of May 1952, issue an order to all locals of the Union to place petitioner on a "Do Not Ship List"; on the same date while engaged on the "Canadian Challengers" and as the ship was about to sail, he was ordered off the ship by respondent and this contrary to the wishes of the ship's chief officer and master; he was not allowed to appear at a trial as called for in the said constitution.

Banks was not elected to his present office according to the constitution and was therefore not in a position to lawfully direct his penalty against petitioner.

B. The defendants alleged in part that the constitution and the by-laws of the Union were adopted by the members; the Union has no separate constitution of its own governing the Canadian district, but is subject to the constitution of the parent body. Banks was duly elected Vice-President and Administrator for its Canadian district. The constitution provides that any member having a grievance shall file a complaint in writing with the body having jurisdiction, within 90 days from the date that the grievance arises. Petitioner has never filed a written complaint. The petition has not exhausted such remedies.

Before delivering judgment, Judge Collins said that "he could not accept the evidence of Banks because in the plea of the defendants, it was admitted that the plaintiff was on the "Do Not Ship List", although Banks denied it on his examination on discovery".

Judge Collins was of opinion that there is no power in the Administrator or in the Union to establish a "Do Not Ship List"; that, once a person's name is placed on this list, he can be very effectively, from the practical point of view, prevented from shipping on any ship owned or operated by a company or individual which has a contract with the Union.

There was produced a "Do Not Ship List" dated November 1st, 1951, containing over 2,000 names. The effect of putting the plaintiff's name on this list has been to deprive him since May 1952, of employment in any ships in respect of which contracts have been made by the owners thereof with the Union.

It appears that the Union controls practically all Canadian flagships in the deep sea trade. Banks is the sole authority in the Canadian district of the Union. The plaintiff would have no prospect of success in any appeal made to Banks.

Such acts were completely ultra vires of Banks and of the Union and not binding in any way upon the plaintiff.

Appeal of this judgment was entered in the Court of Queen's Bench. Honorable Justice McDougall delivered the judgment on September 28th, 1955. His judgment was concurred in by Honorable Justice Galipeault and Bertrand. The judge was of opinion that the alleged rights of the Union to maintain a "Do Not Ship List" in order to discipline its members was a proposition at least doubtful, that the arbitrary action of appellant Banks was properly condemned; that the respondent has done everything possible, under the Constitution, to have his grievance decided; that there was no other recourse open to him other than a writ of mandamus. Appeal was dismissed.

14. On October 18th, 1957, a civil action was taken in Montreal by Harry Mockridge against Banks & Al in which the amount of \$50,000 is claimed, for the publication of articles the *Canadian Sailor* in English and in *Le Marin Canadien* in French.

The facts alleged are substantially the same as those alleged in the criminal proceedings already referred to.

REASONS FOR JUDGMENT

Under the provisions of Section 10(1) of the Canadian Citizenship Act⁽¹⁾ the Minister may grant Citizenship to the Applicant, should he satisfy the Court that he actually complies with the conditions set out in said Section and particularly that he is of a good character and possesses an adequate knowledge of the responsibilities and privileges of Canadian Citizenship.

It is expedient to recall certain principles underlying Citizenship proceedings. Canadian law being of a rather recent date, there are, in our country, few Court pronouncements on its enactments. This is the reason why the Court has relied on American decisions. The American law on Citizenship was, admittedly, to a certain degree, the source of similar Canadian legislation. The principles hereafter enunciated are ones which are recognized, most generally, by all nations.

As to the spirit of the law: "statutes prescribing qualifications and governing proceedings for admission are to be construed to favour and support government . . . The government is entitled to the benefit of any doubt as to any essential fact, and when such exists, the application should be denied."⁽²⁾

American Citizenship Act has been defined as: "A status of privileges, powers and honour of an estimable value. Aliens are admitted thereto only when the interest and advantage of the nation and its present membership and, not at all, merely to gratify the aliens' desire or to serve their interests."⁽³⁾

How is the Court to be satisfied as to the good character of the Applicant?

"It is the duty of the Court to determine, taking into consideration the whole career and conduct of the Applicant, insofar as it is made to appear, whether such person possesses the necessary qualifications, moral or otherwise, to the rights of citizenship."⁽⁴⁾

"The Court merely passes upon behaviour for no human tribunal may search the heart where character is supposed to reside."⁽⁵⁾

What is the meaning of "good character" within the provisions of the Citizenship Act?

"What is meant by good character, as the terms are used in this Act? What standard does the statutes contemplate? It is plain that it does not require the highest degree of moral excellence. A good moral character is one that measures up as good, among the people in which the party lives; that is up to the standard of the average citizens."⁽⁶⁾

⁽¹⁾ 44 R.S.C. 1952.

⁽²⁾ (In U.S. vs Schwimmer (1919) 279, U.S. page 644 & seq.)

⁽³⁾ (In Caroni (D.C.) 13 F. (2d) 1954, 955).

⁽⁴⁾ (See U.S. vs Schwimmer).

⁽⁵⁾ (In re: Hopp, Fed. Reporter, vol. 179, p. 561 & seq.)

⁽⁶⁾ (In re Hopp supra).

"Character" is not synonymous with "reputation". "Character refers to what a person really is and not what he is supposed to be."⁽⁷⁾

"Character consists of the qualities which constitute the individual; the reputation, the sum of opinions entertained concerning him. The former is interior, the later external. One is the substance, the other is the shadow."⁽⁸⁾

"If there be a metaphysical distinction between character and conduct, we know of no authority in law for admitting evidence of conduct, where evidence of character would be excluded. Character or reputation is generally regarded as the voice of the community, but that is just what the conduct of the individual makes it. 'The speech of the people' as it is most descriptively called, is suggested by the general tenor of the conduct, so that to prove the one is in effect to prove the other, and the rule of law that would exclude character excludes conduct . . . But when any distinction is taken it is for the purpose of saying that the evidence must relate to reputation and not conduct."⁽⁹⁾

"The behaviour of the Applicant during all the time of his residence within the United States is material. The good of the country does not require, and it does not appear to be the policy of the law to promote the naturalization of aliens who have at any time during their residence in the United States behaved otherwise than as persons of good character. The Citizenship of the country is sufficiently allowed and debased by the presence of immoral natives without the addition of those born in foreign countries. The Applicant must not simply have sustained a good reputation, but his conduct must have been such as comports with a good character. In other words, he must have behave—conducted himself—as a man of good moral character ordinarily would, should or does."⁽¹⁰⁾

"Veracity and honesty are essential elements of good character."⁽¹¹⁾

"Hence a man who perjures himself is not a man of good moral character."⁽¹²⁾

What is the effect of the pardon obtained by the Applicant in the United States?

"Before the commission of the offence, and since, the conduct of the petitioner reveals no cause for censure, and if his personal welfare alone was entitled to consideration the conferring of the rights of Citizenship might be considered as proper aid and encouragement. The matter, however, is not to be determined along such narrow lines. The evil resulting from such practice would immeasurably exceed the personal benefits conferred from such attempts at dispensing charity. Citizenship is not to be debauched upon conferring on the criminal class its sacred privileges."⁽¹³⁾

"Undoubtedly the interest of society requires the rehabilitation of the criminal as soon and as far as may be. But this does not import that society will ignore the crime, relieve the offender of all consequences, and upon him bestow undeserved privileges, rights, and honors, viz. the enviable grant of American citizenship."⁽¹⁴⁾

"While a pardon releases the punishment and blots out the existence of guilt, it does not obliterate the fact that the Applicant has not behaved as one well disposed to the good order and happiness of the United States."⁽¹⁵⁾

"Too much reliance should not be placed upon the fact that a pardon has been granted. A pardon lacks the cleansing powers of baptism. It never seems to efface the stigma of conviction."

⁽⁷⁾ (U.S. vs Hrasky, 204, III.)

⁽⁸⁾ (N.Y. Pen. Code 120; Carpenter vs People, 8 Barb. 603).

⁽⁹⁾ (Zitzer vs Merkel, Pa. 408).

⁽¹⁰⁾ (Carpenter vs People supra.)

⁽¹¹⁾ (In re: O. 73 Wis. 602, 42 N.W., 221, 225)

⁽¹²⁾ (In re Spenser, 22 Fed. Cas. 921, No. 13,234).

⁽¹³⁾ (In re Ross, Fed. Report, Vol. 188, p. 685).

⁽¹⁴⁾ (In re Caroni, supra.)

⁽¹⁵⁾ (In re Addis (D.C. 252 F. 886, 887)).

"Where a petitioner has been found guilty of a felony and sentenced, it is the practice of the Naturalization Bureau not to act on his application, unless a pardon is first secured from the Governor of the State where that felony was committed."⁽¹⁶⁾

Is the Applicant "taking into consideration his whole career and conduct" in the United States and in Canada "a person of good character"?⁽¹⁷⁾

Has he a moral character that is "up to the standard of the average citizen"?⁽¹⁸⁾

Has he behaved "conducted himself as a man of good moral character ordinarily would, should or does"?⁽¹⁹⁾

Those are the questions the Court has now to answer.

The record of his Court appearances⁽²⁰⁾ is impressive, both as to range and variety: thirteen times, on criminal offences which rank from felony to troubling the peace; from murder to smuggling of cigarettes; from threats to libel. Besides two times, in civil suits: Mandamus and in a libel, suit which is still pending.

In support of the application it has been argued that:

1. On these, thirteen charges, there were actually only four convictions.
2. An unconditional pardon was granted on the felony charges;
3. By serving time in penitentiary the Applicant paid his debt to society; and the rehabilitation of criminals demands that the former offences be forgotten;
4. The smuggling of cigarettes was a minor offence;
5. The Applicant is in high esteem among Union leaders;
6. The Applicant is a "tough" man but a Union leader has to be "tough".
7. By fighting communism the Applicant had at heart the good of the country.
8. The Applicant was in a sufficient high esteem to be designated to represent Canada at an International Labour Conference.
9. The opponents are Union members only; there was no opposition from church or social bodies.

Each point is now considered in turn.

1. It is true that there were only four convictions but the Court cannot ignore the thirteen criminal charges for after all a man may be declared legally innocent by a Court and be morally guilty. The good character to be ascertained is not one to be defined by a Court but one determined by all the circumstances. Four times the Applicant was charged jointly with others who were convicted or committed to trial. On one of the libel case, Judge Almond dismissed the complaint although he thought that the Applicant had an indirect

⁽¹⁶⁾ (Temple Law Quarterly, page 284).

⁽¹⁷⁾ (U.S. vs Swimmer, supra.)

⁽¹⁸⁾ (In re Hopp, supra.)

⁽¹⁹⁾ (In re Carpenter, supra.)

⁽²⁰⁾ (p.p. 6 to 10).

control on what the paper in question published. Furthermore, Judge Collins in the *Mandamus* case questioned the veracity of the Applicant to the extent that he would not accept his evidence. "Veracity and honesty are essential elements of good character."⁽²¹⁾

2. The nature of the pardon granted in California has been analysed during the hearing⁽²²⁾. It seems it may be said that, it was necessary, to restore to the Applicant the civil rights which were lost when he was convicted for felony.

The courts hearing citizenship applications, in the United States, are rather reluctant about pardons.

"Too much reliance should not be placed upon the fact that a pardon has been granted. The pardon lacks the cleaning powers of baptism . . ."

". . . While pardon releases the punishment and blots out the existence of guilt, it does not obliterate the fact that the Applicant has not behaved as one well disposed to good order and happiness of the United States."⁽²³⁾

It is only natural that a Canadian Court hearing the application of an American citizen should display similar prudence.

3. Does this application raise the question of rehabilitation?
It would not seem to be so.

The Applicant is the Vice-President of the Seafarers' International Union and the Administrator of the Canadian District, i.e., the Administrator of the Unions from Halifax to Vancouver. As to the importance of the said Union in the Canadian District, Judge Collins said that it "controls practically all Canadian flag-ships in the deep sea trade" and the Applicant is the "sole authority in the Canadian District of the Union."⁽²⁴⁾

Surely the Applicant has not to pray for rehabilitation: he has it.

But assuming that he needs it, should his application be granted on that ground?

The Court was referred to the case of *Merritt vs the City of Toronto*⁽²⁵⁾. The point to be decided was whether the City in granting auctioneers' licences, had the power to impose, as a condition, that the Applicant be of good character. Both the Court of first instance and the Court of Appeal were of opinion that the City had no such power which afterwards, through an amendment, was granted. In delivering judgment in appeal, Hon. Justice, J. A. MacLinnan said in part:

"There is a danger of attaching too much importance to the argument of character and conduct. We naturally dislike the thought of dealing with dishonest persons, or persons of bad character, or who have been convicted and punished for the violation of the law. The law fixes the punishment for violations of it, but, as a general rule, it shows no obstacles in the way of persons who have suffered and undergone punishment after-

⁽²¹⁾ (In re: 0.73 Wisc. supra, and Capozzi).

⁽²²⁾ (pp. 5 and 6.)

⁽²³⁾ (In re Capozzi, N.Y. Supplement, 289, p. 869).

⁽²⁴⁾ (p. 9).

⁽²⁵⁾ (17 Ontario Appeal Reports, vol. 22, p. 212).

wards engaging in lawful trade or business. The offender is fined, or perhaps deprived of his liberty for a time, and so prevented for a time from engaging in any business or calling whatever. But when his punishment is over, he must be allowed to earn a livelihood, and the spirit of modern legislation is, I think, in favour of encouraging reformation and a return to honest way of living rather than, by shutting the doors of employment, of driving such persons to further criminality."

These remarks were somewhat "obiter dicta" for the judgment was rendered on other grounds. It was however in the "spirit of modern legislation" that the judge hearing, in the United States, the first offence of felony, instead of treating it as such, sentenced the Applicant to nine months in the county jail and suspended the operation of the sentence, giving him the benefit of every possible element of leniency that he could call upon. The Applicant was then only twenty one years of age. It was in virtue of the same principle that a pardon was granted by Governor Warren and possibly that the deportation order was revoked in the smuggling case.

On the other hand the law provides that the Citizenship Courts must attach much importance to the question of "character" and "conduct" and makes it a "duty". Youth is certainly a ground for pardon and leniency but the Applicant being now 49 years of age cannot be considered as a juvenile delinquent.

The Court has also considered a decision rendered in British Columbia, under the provisions of the old Naturalization Act. The findings were as follows:

"A decision establishing an Alien's fitness for naturalization . . . will not be necessarily refused . . . because the Applicant having undergone a sentence of imprisonment of six months . . . for supplying liquors to an Indian . . . His record is clear otherwise . . . That is six years ago . . . a sufficient long period for probation . . . and there is nothing to show that he was guilty of such an offence. I do not think it is a principle of British justice that a man having committed an offence (for which he has paid the penalty awarded by the law) should be forever after shut out of participation in the benefits and privileges of civilized society. This may be a principle of ethnics with more and less barbarous people, but should not be recognized by His Majesty's judges in this year of Grace."

Only one offence . . . Record clear for six years . . . Yet there seem to have been in the judge's mind some hesitation. This judgment illustrates the fact that character, conduct, rehabilitation are not lightly considered by courts. It also confirms the American decisions quoted. Taking into consideration the Appellant's record, the general principles involved and their application by the courts, this Court doubts whether this would be a case where recommendation should be made on rehabilitation grounds.

4. The smuggling of cigarettes case was considered a serious enough offence to have a deportation order issued against the Applicant.
5. A citizenship application is not to be granted only on the favourable opinions of citizens or even of police officers.

In re Capozzi (*supra*) the application was refused although a member of the Syracuse police department, and the petitioner's attorney, testified that the petitioner was a man of good character and that his reputation, in the community was good.

It should not be refused also on account of unfavourable reports of police officers or citizens. The application of Peter Lust was granted by a court in the district of Montreal in spite of such oppositions.

The Court is therefore of opinion that the recommendation of Unions leaders or the oppositions of Unions members cannot be the "ratio decidendi".

"Character" is not synonymous with "reputation". Character refers to what a person really is and not what he is supposed to be."⁽²⁶⁾

"Character consists of the qualities which constitute the individual; reputation the sum of opinions entertained concerning him. The former is interior; the latter external. The one is the substance, the other the shadow."⁽²⁷⁾

6. Is the Applicant a "tough man"?
Has he to be "tough"?

According to the shorter Oxford Dictionary, "tough" means: stiff, severe, violent, etc. And the Dictionary adds that in the United States, it means: "of criminal, vicious proclivities, street ruffian."

The Unions leaders, and the Applicant's attorney surely had in mind the former definition and the opponents the latter.

The evidence adduced makes no doubt that the Applicant is "tough" in the first acceptance of the word and the Court needs not examine whether it also confirms the second one, for the absence of "criminal, vicious proclivities" is not the sole criterion of good character within the meaning of Section 10(1).

The Court is not satisfied, however, that a citizen who becomes a Union leader has to be "tough" and the Unions leaders who support the application are not. There is no greater necessity for the leader of seafarers to be so, for the seafarers, according to the by-laws of the Union are:

"To regulate our conduct as a Union and as individuals so as to make a seamanship what it rightly is—an honourable and useful calling."

This "toughness" may explain the fears certain persons had to testify, the threats mentioned in their evidence. It is not within the jurisdiction of this Court to decide as to the ethnics of unions activities but the Applicant's character, as union leader, has been outlined, so that it becomes necessary to consider this argument.

It seems further that a Union official's character should not be questioned.

7. The evidence is incomplete as to the part played by the Applicant in clearing the Union of communists. Why was it necessary to retain, in the United States, the services of the Applicant? To what extent were the Unions infested? What part did he actually play? Was there no Canadian to do the work? It seems to be admitted that he was efficient.
Is that a sufficient reason to recommend that the application be granted?

⁽²⁶⁾ (United States v. Harsky, *supra*.).

⁽²⁷⁾ (Carpenter v. People, *supra*).

On that occasion did he not act as the average Canadian citizen would, should or does?

The Court therefore doubts that citizenship should be granted on that account, ignoring other elements of the Applicant's career and "the Government is entitled to the benefit of any doubt . . ."

8. The Applicant represented Canada in an International Labour Conference on the recommendation of the Canadian Labour Congress. The recommendation and the appointment outlines anew the distinction between "reputation" and "character", distinction which was analysed before.
9. The fact that no opposition was filed by church or social organizations, is of no importance, for had there been such oppositions—and this is hardly believable—the Applicant's character would still have to be ascertained from his career and conduct.

It is only natural that the opponents should be Union members for they are the ones who have suffered from the Applicant's "toughness" and particularly by the maintenance of the so called "Do Not Ship List" which has been declared illegal, the offensive opinions the Applicant has of their honorability, etc. etc.⁽²⁸⁾

RECOMMENDATION

The Court has given this application much consideration, for it raises in an acute way, the important condition of the good character of an alien.

The Court surmises from the jurisprudence quoted, that should this application be that of an immigrant in the United States, it would not likely receive favourable consideration by the American Courts.

Although the Court is not bound by the American decisions, it is disposed to accept, as the true spirit of Canadian Citizenship legislation, the jurisprudence reported.

The whole career and conduct of the Applicant, which have been analysed at some length, the courts pronouncements quoted, lead the Court objectively to think, that the Applicant has not behaved as the average Canadian citizen would, should or does.

The recommendation is therefore that the application be not granted.

Dated at Montreal,
this 10th day of
April 1958.

(signed) "Paul Fontaine"
President of the Court of
Canadian Citizenship.

⁽²⁸⁾ (p. 3).

SCHEDULE 33

JUDGMENT OF THE SUPERIOR COURT, DISTRICT OF MONTREAL, PROVINCE OF QUEBEC

No. 318 022

On this 30th., day of April A. D. 1954.

PRESENT:

THE HONOURABLE MR. JUSTICE FREDERICK T.
COLLINS

JOHN EDWARD DROEGER, Able Seaman, of the City
and District of Montreal,

Plaintiff-Petitioner,

— VS —

SEAFARERS' INTERNATIONAL UNION OF NORTH
AMERICA (CANADIAN DISTRICT), a body politic and
corporate, duly incorporated according to law and
affiliated with the American Federation of Labour,
and having its principal place of business and head
office for Canada for this district in the City and
District of Montreal,

and

HAL G. BANKS, acting in his capacity as International
Vice-President of the Seafarers' International Union
of North America, and as Director of the Canadian
District of the said corporation, as well as
personally,

Defendants Respondents.

THE COURT having examined the pleadings of the parties, the exhibits and the documents of record, having read the examination on discovery of the Plaintiff and of the Defendant Hal C. Banks, having heard the evidence at the trial and the argument of Counsel, and having duly deliberated, doth now render the following judgment.

CAUSE OF ACTION AND STATEMENT OF
THE ISSUES OF LAW AND OF FACT RAISED AND DECIDED

[Sections A to D under this heading, being a full
statement of the pleadings, are here omitted.]

E. The Plaintiff became a member of the Seafarers' International Union of North America (Canadian District) (hereinafter called the Union) in March, 1951, and paid his dues up to the month of August, 1952. He has been a merchant seaman since May, 1947. He was born in the United States and had sailed on American flagships but decided in 1951 to come to Halifax, Nova Scotia, to sail on Canadian flagships. It was then that he joined the Union. On July 12th, 1951, he joined a ship named the "Canadian Challenger" owned by the Canadian National Steamships Limited. He sailed on that ship on several voyages and was appointed to the position of Quartermaster. On May 22nd, 1952, he arrived in Montreal on that ship. On his arrival he was met by Mike Sheehan, a patrolman in the employ of the Union, and was told by him that the Defendant Banks (who is an International Vice-President of Seafarers' International Union of North America and Administrator of the Canadian District of the said Union (Exhibit R-6) would like to see him. The Plaintiff said that he went to see Banks who told him that he (Banks) would not let the Plaintiff go to sea as Plaintiff was then under investigation, but Banks would not give him any reason. The Plaintiff said that he returned next day to see Banks but that Banks refused to see him. The ship was due to sail on Friday, May 30th, and Plaintiff was signed to sail with it as Quartermaster. He started to work at noon on Friday. Captain Clark, Captain of the ship, was told by the Union patrolman in charge that the Plaintiff had to be paid off with the result that he had to go ashore, being paid off by the ship and being escorted off the ship by the Union Patrolman. Duncan MacLeod, the Marine Superintendent of the Canadian National Steamships, testified that the Plaintiff was a member of the crew of the "Canadian Challenger", that the company had no objection to the Plaintiff being a member of the crew, that there was nothing derogatory to the Plaintiff, that he was taken off the "Canadian Challenger" and discharged from the ship on demand of the Union for reasons unknown to the Company. The Plaintiff said that, after he left the ship, he tried to see Banks but could not do so and that, on the telephone, Banks told him that he was investigating and might do something for him in six months or a year. Banks on discovery said that the Plaintiff never came to see him at any time. He the Plaintiff also claimed that he tried to get into the Union Hall a half dozen times but was thrown out. On June 5th., 1952, he had his lawyer, Mr. Clarence F. McCaffrey, Q.C. write the following letter to the Union:

"June 3rd, 1952

Seafarers' International Union,
463 McGill Street,
Montreal, P. Q.

Attention Mr. Banks

Dear Sirs,

"I have been consulted by Mr. John Droeger concerning your actions in having him removed without just or assigned cause from the M/V CANADIAN

CHALLENGER. Through your arbitrary actions you have caused my client considerable monetary loss, and I must insist that you either proceed with whatever you have against him, according to your by-laws and constitution, or revoke the stigma which you have placed upon him.

"My client tells me he is not in possession of a copy of your constitution and by-laws to which he is undoubtedly entitled.

"I would therefore ask that you forward to him through my office such a copy.

"I beg to remain,

"Yours very truly,

CFMcC/C"

No reply was ever received to this letter and Plaintiff was never reinstated on board the ship. He said that he tried to get employment on Canadian flag vessels but was unable to do so as he was on the black list. He claimed that he still wished to work on Canadian flag vessels. He stated that in his career he had never been logged on any ship nor received a bad discharge nor had any trouble on board ship. He claimed that in April, 1952, he attended in Halifax, Nova Scotia, a Union meeting and then asked at that meeting how the Defendant Banks got his job and where the money of the Union was going to. He also said that at meetings on board ship he criticized the method of Banks in handling various matters and that he suggested an autonomous Union for Canada and that as Banks had never been elected to office, he suggested that a bona fide Canadian should be elected.

L. J. McLaughlin, the Business Agent of the Union, testified that Plaintiff was first hired by him as a member of the crew of the "Dufferin Belle". He said that immediately the Plaintiff started to suggest changes in the ship which would have necessitated structural changes costing thirty to forty thousand dollars, that he made other complaints, that Plaintiff was unreasonable in his requests and that he reported his attitude to the Defendant Banks. The "Dufferin Belle" sank about six weeks thereafter but the cause of the sinking was not disclosed to the Court. The nature of the complaints made by the Plaintiff as to this ship were not sufficiently disclosed to the Court to enable it to determine whether there was any relationship between the conditions complained of by him and the cause of the sinking of that vessel from which vessel the Plaintiff escaped safely. McLaughlin said that he considered the Plaintiff a trouble-maker. He made a verbal report to Banks of the Plaintiff's conduct.

D. W. McMullen, an organizer of the Union, said that he was on the crew of the "Canadian Challenger" with the Plaintiff for about 9 months, that the Plaintiff was a pretty good Quartermaster but that he believed that he pushed petty "beefs" too far but that the Plaintiff never raised any question about Banks nor criticized Banks personally.

Michael Sheehan, a patrolman of the Union and a very powerful, big man, said that he told the Plaintiff to report to Banks after the "Canadian Challenger" arrived in Montreal, that the next day the Plaintiff told him that Banks had told the Plaintiff to stay on board the ship which Sheehan said was not true. He said that the Plaintiff was an instigator of trouble and liked to cause friction.

In the Plea of the Defendants, it was admitted that the Plaintiff was on the "Do Not Ship" list, although Banks denied it on his examination on discovery. The Court cannot accept the evidence of Banks in this connection under the circumstances.

REASONS FOR JUDGMENT

1. The Court has carefully examined the Constitution of the Seafarers' International Union of North America (Exhibit R-1) which, according to the parties, is the Constitution which governs the Union involved in this action. The Union involved in this action is a district organization within the meaning of the Constitution (See Article III, Section I). Section I of Article II of the Constitution reads in part as follows:

"SECTION I. The powers of this organization shall be Legislative, Executive and Judicial. Such powers shall be exercised only in accordance with the rules set forth in this Constitution and the laws enacted from time to time by regularly called conventions and such Constitution and laws shall be binding upon all members and upon any local, district or other subdivision into which members may be formed. Powers not specifically granted to any officer, committee or board shall be deemed to be withheld unless inherent in and necessary to the exercise of powers specifically granted . . ."

It was admitted by the Defendants at the trial that Hal C. Banks was the Administrator of the Canadian District, and there was produced by the Defendants as Exhibit R-6 the following document:

"May 2, 1951.

TO WHOM IT MAY CONCERN

"This is to certify that Mr. Hal C. Banks is a duly-elected Vice-President of the Seafarers' International Union of North America, elected at the International Convention, San Francisco, California, March 30th, 1951, and is appointed Administrator for the Canadian District of the Seafarers' International Union of North America by orders of the Executive Board and has full authority to make such adjustments as are necessary for the protection of the Seafarers' International Union of North America in the Canadian District.

"Sincerely,

(Signed) Harry Lundberg
President."

Under the Constitution no powers are granted to an administrator. There was nothing pointed out to the Court or produced which would enable the Court to determine what the powers of an administrator were. There is nothing in the Constitution also providing for the establishment of a "Do Not Ship" list. The Defendant Banks, therefore, had no power or authority to place the Plaintiff on a "Do Not Ship" list.

2. The Defendants argued that under Section VI of Article VI, the Plaintiff had no right to take the present action until his remedies provided for by the Constitution had been exhausted; Section VI reads as follows:

"SECTION VI. No members, district or local union shall file any complaint, suit or action in any state or Federal Court until the remedies provided hereunder and in his or her district or local constitution have been exhausted."

An examination of the Constitution indicates that the following Sections of Article VI are relevant to this argument:

"SECTION I. The judicial powers of the International shall apply to these fields:

1. Grievances of Members with respect to right of retention of membership.
2. Disputes between affiliated unions as to jurisdiction over members or field of operations.
3. Strikes.
4. Complaints against individual members.
5. Complaints against officers of the International.
6. Complaints against subordinate district or local unions.
7. Complaints against officers of such subordinate district or local unions.

"SECTION II. JURISDICTION OF DISPUTES:

1. Exclusive jurisdiction shall be vested in the International Union over the following disputes:
 - (1) Disputes between affiliated unions as to jurisdiction over members or field of operations.
 - (2) Complaints against officers of the International.
 - (3) Complaints against subordinate district or local unions.
2. Jurisdiction shall be vested in the subordinate district or local unions over the following disputes:
 - (1) Grievances of members with respect to right of retention of membership.
 - (2) Complaints against individual members.
 - (3) Complaints against officers of such district or local unions.
 - (4) Jurisdiction shall be vested in the members of district or local unions on the question of strikes, with the approval of the International.

"SECTION III. EXERCISE OF JUDICIAL POWERS:

1. Judicial powers of the International shall be exercised by the Executive Committee.
2. Judicial powers of district and local unions shall be exercised in accordance with the Constitution and by-laws of the International.

"SECTION IV. METHOD OF FILING COMPLAINTS:

1. Any member, district or local union having a grievance shall file a complaint in writing setting forth said grievance with the body having jurisdiction over the grievance.
2. Such complaints must be filed not more than 90 days from the date that the grievance arises.
3. Upon the filing of a complaint the body having jurisdiction shall fix a date not less than twenty days nor more than forty days from the date of filing said grievances for hearing.

"SECTION V. APPEALS: The decision of the body having jurisdiction of a grievance shall be final in all cases and no appeal from the decision of such body shall be permitted except in the following matters:

1. Disputes between affiliated unions.
2. Complaints against district or local officers.
3. Complaints against International officers.
4. Complaints against district or local unions.

"In each of the foregoing cases an appeal may be taken to the next regular convention by filing a notice of appeal accompanied by a copy of the complaints and a copy of the decision with the Secretary-Treasurer within thirty days after the date of the decision. Upon receipt of any such appeal the Secretary-Treasurer shall cause a thorough investigation to be made of the case and prepare a full report for the convention."

A careful study of these sections does not indicate that there is any power in the Administrator or in the Union to establish a "Do Not Ship" list. It is quite clear from the evidence that, once a person's name is placed in this list, he can be very effectively, from the practical point of view, prevented from shipping on any ship owned or operated by a company or individual which has a contract with the Union. Nothing was produced by way of evidence to establish the obligation of any company or individual ship-owner to discharge an employee already engaged from any ship at the demand of the Union because of the fact that such an employee was on this list, but that is apparently an undisputed fact. There was produced as Exhibit P-6 a "Do Not Ship" list dated November 1st, 1951, containing over 2,000 names, but this list did not contain the name of the Plaintiff. The list which was in force when the Plaintiff was taken off the "Canadian Challenger", was not available for production before the Court but its existence was not denied. The effect of putting the Plaintiff's name on this list has been to deprive him since May, 1952, of employment in any ships in respect of which contracts have been made by the owners thereof with the Union. It appears that the Union controls practically all Canadian Flagships in the deep sea trade. Banks is the sole authority in the Canadian District of the Union. On the evidence it is clear that any appeal made by the Plaintiff against any order of Banks would have to be made to Banks. The Court has carefully read the report made by Banks on the "Canadian District" for the Fifth Biennial Convention of the Union held in San Francisco in 1951 (See Exhibit D-3, page 94 and following) and it seems obvious that the Plaintiff would have no prospect of success in any appeal made to Banks. However, in deciding this case, the Court need not consider the question as to whether or not any such appeal by the Plaintiff would be successful and whether or not he would be denied elementary justice in the disposition of such an appeal. The fact is, as already stated, that there is no authority in the Constitution justifying the establishment of a "Do Not Ship" list and the putting of the name of any Union member thereon. Such acts were completely *ultra vires* of Banks and of the Union and not binding in any way upon the Plaintiff. If the Plaintiff by joining the Union bound himself to the rules laid down by the Constitution, he is only bound to the extent that the Union and its officials in applying these rules act within their jurisdiction and their rights under that Constitution. If it were otherwise, any member of the Union would have no protection whatsoever against illegal and improper acts of the officers.

Consequently, the Plaintiff is not under such circumstances bound to follow the remedies provided by the Constitution. He has a direct recourse to the Courts immediately to prevent the Union and Banks from denying to him the right to employment which he would otherwise have if it were not for the fact that the

Union and Banks clearly exceeded their powers in establishing such a list and in putting his name thereon.

The grievances and complaints referred to in the above quoted Sections of the Constitution can only be grievances and complaints arising in respect of acts and things done or performed within the limits of the powers granted by the Constitution of the Union and authorized thereby and not grievances and complaints against acts not authorized or performed within those limits. The Plaintiff is entitled to his full rights as a member of the Union.

McRAE vs LOCAL 1721, THE CARGO AND GANGWAY WATCHMEN'S UNION OF THE PORT OF SAINT JOHN, N.B. (I.L.A.) et al, 1953, 1 D.L.R. p. 327.

3. Under the circumstances, therefore, the Plaintiff's Writ of Mandamus is well founded and should be granted.

JUDGMENT

THE COURT, therefore, ORDERS the Defendants-Respondents to withdraw the "Do Not Ship" order registered against the Plaintiff, to take his name off the said list, to allow him access to the Union Hall and premises and to grant to the Plaintiff all the rights, privileges and priorities to which he is entitled as a member of the Seafarers' International Union of North America (Canadian District), the whole within forty-eight (48) hours from the date of this judgment herein, under all the penalties provided for by law.

THE COURT DOTH CONDEMN the Defendants-Respondents jointly to payment of all costs herein.

THE COURT DOTH RESERVE to the Plaintiff all other recourses as to him in law may appertain.

(Signed) Frederick T. Collins.

J.S.C.

(True Copy)

(Signed) "Raymond Pilon"

D.P.S.C.M.

STJ/G

SCHEDULE 34

SEAFARERS' INTERNATIONAL UNION OF NORTH AMERICA
(CANADIAN DISTRICT) and OTHERS (Defendants) *Appellants*
v. DROEGER (Plaintiff) *Respondent*

*Mandamus—Merchant seaman—Complaint against him—
No hearing as required—Local union—C.P., art 992.*

A merchant seaman who is deprived of his employment by being "D.N.S. listed" for no specific reason by the Union of which he is a member is entitled to a writ of *mandamus* against the Union and its local administrator if the latter have done nothing to arrange for a hearing as required by the Union's constitution to enquire into the member's grievance. Plaintiff's complaint or grievance was properly made to the Union in Montreal. There was no recourse open to plaintiff other than a writ of *mandamus*.

APPEAL from a judgment of the Superior Court (Montreal) rendered by Mr. Justice Collins (April 30, 1954) maintaining a writ of *mandamus*. Appeal dismissed.

Mandamus.

Mr. Justice McDougall: Plaintiff, a merchant seaman, and a member in good standing of defendant Union, for no specific given reason was put on what is known as the D.N.S. (Do Not Ship) list on the thirtieth of May, 1952. The result of being so listed was that he was unable to obtain a berth on any ship served by defendant Union.

After several attempts to obtain from the local administrator of the Union, a withdrawal of the D.N.S. order but without success, plaintiff, on the 2nd of June, 1952, through his solicitor, wrote a letter demanding that he be reinstated, or that such complaint as the defendants had against him be proceeded with.

No reply to this letter was received, and as no action was taken against him and no proceedings instituted to investigate the rights of defendants to thus disbar him, plaintiff, on the 27th of June, 1952, took proceedings by way of a writ of *mandamus* in order to obtain his rights as a member of the Union.

By judgment on the 20th April, 1954, the writ was maintained by the Superior Court and from that judgment defendants have appealed.

Mr. Justice Galipeault, Chief Justice of the Province, and McDougall and Bertrand JJ.—No. 5449 (S. C. 318,022).—Montreal, September 27, 1954.—Hyde and *John G. Ahern Q.C.*, for appellants.—J. M. Schlesinger, for respondent.

The grounds of the appeal are that:

(a) the Union has a right to maintain a D.N.S. list in order to discipline its members.

This proposition is at least doubtful. However the proof shows no ground for depriving plaintiff of his rights and the arbitrary action of the local administrator was properly condemned.

(b) Plaintiff failed to conform to the constitution in connection with his complaint.

Article VI, sec. VI, of the constitution provides that no recourse to the courts shall be had until—

“the remedies provided hereunder and in his or her district or local constitution have been exhausted”.

Defendants cite sec. II of art. VI in support of their proposition that any dispute of the plaintiff against the decision of the local administrator is vested in the parent body. By “parent body” defendants no doubt meant the “International Union” (with headquarters in San Francisco, California) and not the district or local Union in Montreal.

Now art. VI, section II, subsection 2, par. 3, reads:

“Jurisdiction shall be vested in subordinate district of local Unions over the following disputes . . . (c) complaints against officers of such district or local Unions.”

The defendant, the local administrator, is an officer of defendant local Union and plaintiff's complaint or grievance was therefore properly made to the Union in Montreal. In so doing he was filing a complaint in writing setting forth said grievance, as provided in section IV of art. VI.

The defendants having done nothing to arrange for a hearing as required by subsection 3 of the said section IV, plaintiff had done everything possible under the constitution to have his grievance decided. Subsection 3 provides that upon receipt of a grievance the body having jurisdiction will fix a date not less than 20 days or more than 40 from the date of receipt of the complaint for a hearing of the grievance. Plaintiff, therefore, is not precluded from taking proceedings before the courts, and there was no recourse open to him other than a writ of *mandamus*. Defendants made no real defence on the facts and in consequence the judgment *a quo* is well founded.

I would dismiss the appeal with costs.

Chief Justice Galipeault agrees with Mr. Justice McDougall.

SCHEDULE 35

LETTER FROM McDONALD, CURRIE & CO., CHARTERED ACCOUNTANTS.

October 4, 1960.

The Trustees,
Canadian Seafarers' Welfare Plan,
634 St. James Street West,
Montreal, Que.

Dear Sirs:

We have been the auditors of the Canadian Seafarers' Welfare Plan since its inception on April 1, 1955 and have carried out quarterly audits, with reports thereon, since that date. Our report covering the year ended March 31, 1960 was submitted to you on May 27, 1960, and during September we forwarded to you our report for the three months ended June 30, 1960. As we have never received any written instructions concerning our duties as auditors, we should like to take this opportunity to set out the scope of our examination which we feel is required, and to report on the way in which we carried out those duties during the last fiscal year.

As auditors, we are required to report to the Trustees on the statement of trust fund each quarter and our examination is planned to allow us to express an opinion on this statement. In accordance with generally accepted auditing practice, it includes a review of the system of internal control and certain test checks of accounting records and related data. The extent of our examination depends upon the reliance we are able to place upon the system of internal control and the results of our selected test checks. In an organization such as the Plan, where there are a limited number of persons involved in the accounting function, it is extremely difficult to allocate their duties in a manner which would afford good internal control and the Trustees must, therefore, rely to a large extent on the personal abilities and integrity of the senior official. Under these circumstances, we feel it is necessary to increase our test checks beyond that level which might be required in the case of a larger organization employing a larger staff and with more elaborate procedures. However, our examination does not constitute a detailed audit of all transactions: it is conducted primarily to enable us to express a professional opinion on the transactions and resulting balance of the fund and, while our examination may result in the discovery of defalcations or irregularities, it will not be designed and cannot be expected to disclose them unless they are such as would have a significant effect on our opinion.

Our programme of audit for the year ended March 31, 1960 included the following:

1. Check of all employees' contributions, tracing them to the bank statements and the record of contributions.
2. Confirmation, at the year end only, of employer company contributions during the year.
3. Review each company's contributions, compare them with the previous year and discuss with the Administrator in order to obtain explanations for any major fluctuations.
4. Check of bank interest earned and received by the Plan.
5. Examine approximately 25% of the cheques written during the year; reconcile and confirm the bank account each quarter.
6. Examine the claim files and supporting documents with a view to checking eligibility of claimant, doctors' certificates, medical bills, length of disability and weekly payments pertaining thereto, and follow through to the actual processing and signing of cheques. We checked all death benefits. 10 to 15 disability claim files in each quarter and approximately 100 other claims in each quarter, all of which represented 50% to 60% of the dollar volume of claims paid during the year.
7. Examine all vouchers and records supporting administrative expenses.
8. Review all minutes of meetings of the Board of Trustees noting any changes in scale of benefits which must be considered when carrying out the audit phase detailed under item 6 above. We also examine those claims which have been referred to the Board for decision.

Mr. Saunders has raised the question as to whether we can substantiate the employer companies' contributions by reference to records maintained by the Seafarers' International Union. We attempted this during the first year of the Plan's operation but the records available did not provide any conclusive proof as to the number of man days worked by employees of each company. We would suggest that consideration be given to requesting that certificates be signed by the auditors of each company at the time of confirming the contributions for the year. We are prepared to draw up and appropriately worded standard form which could be used for this purpose.

We have reviewed the accounting procedures and office routine in order to determine the internal control presently in force and we have the following comments and suggestions:

1. The same person is responsible for preparing the cheques for signature, recording the cash book and reconciling the bank accounts. We suggest that someone independent of the bookkeeper should obtain the cheques directly from the bank and prepare the bank reconciliations each month.
2. We noted many instances where cheques recorded in the cash book had a prior month's dating and cheques that were voided were not

recorded in the cash book. We suggest that all cheques be recorded in the cash book in accordance with the date shown on the cheques, thus facilitating the reconciliation procedure.

3. The volume of claim cheques is constantly increasing and we have suggested to Mr. Saunders certain changes in policy which might relieve the situation to some extent and we set them out here as a matter of record. Disability claims might be paid once or twice a month in those cases where a prolonged period of disability is expected. The smaller preliminary expenses against any claim might be accumulated and paid together with the larger bills, provided the waiting period is not too lengthy.
4. Cheques should not be prepared until final approval is obtained as to the claimant's eligibility. Strict adherence to this principle would reduce the number of voided cheques and the number of cheques for which stop payment orders must be initiated.
5. The duties of all employees do not seem to be clearly defined. As an example, Mr. Saunders' assistant is constantly required to interview seamen who visit the office to obtain information, forms or to process a claim and she also spends time doing a certain amount of filing. She is quite competent as a claims supervisor and her remuneration is commensurate and she should therefore be relieved of the minor clerical duties previously noted. We would suggest that responsibilities be specifically allocated to each person, i.e., processing of claims, typing and filing and accounting. It would then be possible to realign certain duties in order to improve the internal control. We can appreciate the necessity of servicing the seamen promptly and the problems of human relations which are involved in the daily operations of the Plan but in order to safeguard the assets of the Plan and to keep the administrative and accounting procedures as simple as possible, there must be a clear-cut organizational plan.
6. It is essential that the Unions involved should inform the Plan office, in writing, of each contract entered into or terminated which contains a welfare plan contribution clause and the effective starting or termination date. This information should be retained on a separate file by the Plan.
7. We discussed with Mr. Saunders the advisability of obtaining a book-keeping machine, principally to avoid duplication in recording the increasing volume of claims and cheques processed. For various reasons he is not too receptive to the idea at the present time and we refer to this matter merely to record our suggestion that it would be worthwhile to carry out a feasibility study before discarding the idea.

We shall be pleased to discuss any of the above matters at greater length and to assist in implementing any of our suggestions.

We would like to take this occasion to record our appreciation for the courtesy and co-operation extended to us at all times by the Administrator and his staff.

Yours very truly,
(Signed) "M"

TPB:EHA



SCHEDULE 36A

Portion of interior of S.I.U. of Canada Headquarters, Montreal.



Dispatcher's counter, S.I.U. of Canada Headquarters, Montreal.

SCHEDULE 36C

VACATION
PAY PLAN

Vacation Pay Office, S.I.U. of Canada Headquarters, Montreal.

SCHEDULE 37

REPORT OF THE SEAFARERS' INTERNATIONAL UNION OF CANADA TO THE ELEVENTH S.I.U. OF NORTH AMERICA CONVENTION.

May 6th, 1963.

Mr. President, Board members, Delegates and Guests:

Since the Tenth Biennial Convention in 1961, the Seafarers' International Union of Canada has had more things thrown at it than have been discovered in the field of science. As many of you will recall, we reported at the last Convention that we got into quite a hassle over a jurisdictional dispute within the Canadian Labour Congress. We had, in fact, been expelled, following some devious manoeuvring by our enemies within that body. Briefly, the situation was that the marine engineers wanted to merge with a larger organization, and they selected the Canadian affiliate of this great International Union. The Canadian Labour Congress attempted, for its own purposes, to push them into a company dominated outfit called the Canadian Brotherhood of Rail Transport and General Workers. The engineers didn't want this, neither did we. We needed a scab union of that type on our ships like a hole in the head. You all know what a development of that kind would mean to us and our relations with the shipowners. It would have left us wide open to a takeover by this scab union the first time we asked the shipowners for a nickel, and they resisted. We, and the marine engineers, fought this pressure play, and we wound [up] expelled.

President Hall and many of the delegates here assembled are fully conversant with the circumstances surrounding our expulsion from the Canadian Labour Congress. We believed then, and we believe now, that we adopted the right position in regard to this particular question. The consensus of opinion from the International Executive confirms us in this belief.

Shortly after we had returned to Canada from the Tenth Biennial Convention, we experienced a full scale dispute with what is claimed to be the second largest Great Lakes steamship company in Canada. The name of this company is Upper Lakes Shipping Limited, and its Head Office is at Toronto, Ontario. However, its actual controlling ownership is held by the Norris Grain Company of Chicago. The Norris Grain Company is an industrial complex built by the late James Norris of Chicago. The Norris family itself is both famous and infamous. The eldest son of the late James Norris, who bears the same name, was recently involved in Crime Hearings with regard to the boxing racket, and his name was linked with that of Blinky Palermo and Frankie Carbo. All the facts concerning this family and their method of operation appears in a book entitled *The Strange Conspiracy*, which is available to the delegates at this Convention. This book also gives a full report on the dispute between the Seafarers' International Union and this Company, so I am not going to impose upon the delegates

by reporting in detail on this beef where it has already been reported upon and the reports widely circulated.

The issues and the battle lines are clearly drawn. The Norris people are attempting to reduce working conditions, and manning scales, to eliminate the Union Hiring Hall and the Welfare Plan, and to set the stage for a general reduction in wages on the Great Lakes. As they probably expected, they met stiff resistance from the Seafarers' International Union at the outset. They decided to eliminate the Seafarers' International Union. To this end they used every kind of political and legal manipulation. They locked out the Seafarers' International Union crews on their ships, replacing them with a so-called "Union" fostered by themselves and later brought under joint partnership of the Canadian Brotherhood of Rail Transport and General Workers and Canadian Labour Congress.

In the spring of 1962, when this matter came to a head, every resource of the Seafarers' International Union of Canada was mobilized to fight this threat to our existence. The methods used against us by Norris and his gang were blunt, brutal and unscrupulous. A private police force was hired by the Company for the purpose of keeping the scabs on board the ships, and for throwing Seafarers' International Union men in jail. Injunctions flew like confetti. In one hour in early June 1962, thirty-two Seafarers' International Union members were picked up off the streets, were dragged out of hotel lobbies, stopped and hauled out of their automobiles and thrown into jail at Three Rivers, Quebec, by the Norris private police force. The Company began to spend millions in this unholy crusade. The tactics used by Norris and his scab union, the Canadian Maritime Union, with the co-operation of certain politicians, parallel the conditions of the Pennsylvania Coal Strikes of 1898, the Pullman Strike and similar disputes. It is difficult to conceive that these things can happen in this day and age.

Our International immediately threw all its resources into this vital battle. Every man of this great Union pitched in. All of the guys of the Atlantic and Gulf District, everybody in the Sailors' Union of the Pacific and the Marine Cooks and Stewards, the gang over at the Marine Fireman's Union, the Inland Boatmen's Union, every part of this International came through. Their terrific unselfish and unstinted assistance is the difference in this beef. For all their sacrifices, and there have been many, we can only thank them from the bottom of our hearts. This is grossly inadequate because the measure of their assistance is beyond the measure of thanks, and it is beyond price.

Similarly, our gratitude goes to the guys at the American Federation of Labour and Congress of Industrial Organizations, and our Maritime Trades Department, all the guys in the International Longshoremen's Association, and the many other stand-up guys assisting us in this beef.

Despite the forces against us, and with the assistance of our friends, we had Norris and his scab ships in pretty bad shape in July 1962, and, in fact, had him beaten. At this point the Company decided, with the Canadian Labour Congress, to use the last weapon in their arsenal.

In order to set the stage, the Canadian Brotherhood of Rail Transport and General Workers boycotted the St. Lawrence Seaway to Seafarers' International Union shipping. This was a fantastic thing when you consider it. A major international waterway was closed down to assist the employer in a dispute with a seamen's union. Over one hundred ships were delayed when the canal was blocked up. There is no doubt that there was collusion in this tie-up between the Canadian St. Lawrence Seaway Authority, and at least tacit approval by the Canadian Conservative Government of the day. It would have been impossible for this manoeuvre to have been engineered any other way. The tie-up lasted for 30 hours and ended July 6th or 7th, 1962. The objectives of the tie-up were for release of the Upper Lakes Shipping Company vessels tied up in United States ports and Canadian ports, and for an investigation of the Seafarers' International Union.

The Canadian Government publicly surrendered to this pressure by naming an Industrial Commission to investigate: *No. 1*, the circumstances surrounding the boycott of the St. Lawrence Seaway; *No. 2*, to investigate the cases of "labour disruption" in Canadian ports; *No. 3*, to investigate the denial of facilities to Canadian ships in United States ports, and, last but not least, to investigate the labour relations and the internal operations of labour unions and shipping companies, including the Seafarers' International Union of Canada. The Seafarers' International Union of Canada was the only union named specifically in the terms of reference.

The weapon used in this attempt to annihilate the Seafarers' International Union by Norris and the scabs within the Canadian Labour Congress was political influence at the Cabinet level in the Canadian Government.

The Canadian Minister, or Secretary of Labour, was Michael Starr. Michael Starr had worked hand in glove with Jack Leitch, the Canadian boss of the Norris interests in Canada, during the initial and procedural stages of the dispute. He had ensured that the Chairman of a Federal Conciliation Board would be biased, and would not deal with the merits of our dispute for higher wages and shorter hours. When the Seafarers' International Union took Court action against the Conciliation Board Chairman, Michael Starr accepted a personal letter from the Chairman and from the company nominee on the Board, and placed his seal on it as a report of the Federal Conciliation Board. By Canadian Law, he thus permitted Norris to refuse to employ Seafarers' International Union people at the 1962 fit out. The Seafarers' International Union immediately launched further Court action, which is shortly to come to trial naming as defendants, the Canadian Secretary of Labour, Michael Starr, Upper Lakes Shipping Limited, and the Canadian Labour Congress scabs.

At the time Michael Starr appointed The Industrial Commission to investigate the Seafarers' International Union, both he and Upper Lakes Shipping Limited, were joint defendants in a Court action taken against them by the Seafarers' International Union. By all precepts of justice, the right of this Canadian Minister to make this appointment in the first place, under these circumstances, was extremely doubtful. However, in view of what followed, this fact becomes only a

mild indiscretion on the part of this Canadian politician.

The Commission, which became known as the Norris Commission commenced with considerable fanfare in Canada. There was more advance publicity than Goldwyn ever received for his movie spectaculars. Newspaper reporters wrote reams of copy forecasting the complete destruction of the Seafarers' International Union of Canada. Upper Lakes Shipping and the scabs within the Canadian Labour Congress were riding high.

A major press release was made by the office of the Canadian Minister of Labour announcing that a British Columbia Appeals judge named T. G. Norris had been interrupted during his vacation in England and immediately flown back to Canada for the purpose of heading up the Industrial Commission to investigate the Seafarers' International Union. Then the circus began.

In August 1962 the first Hearings commenced. The Company was represented by two lawyers who seemed to have a perfect understanding with Judge Norris, the Commissioner. The lawyer for the scabs was the Canadian Labour Congress lawyer, and in our opinion he has eaten too well, and too often at the table of the working staff. The lawyers appointed by the Commission as Public Prosecutors included a fellow called Lalonde, who was also on the payroll of a Canadian Labour Congress affiliated union, and Charles Dubin, one of the sharpest trial lawyers in Canada. The press were out in full force with every major wire service and newspaper assigning full time reporters to cover the Public Hearings.

A wild-eyed display of wrath by Commissioner Norris at the first main Hearing in Toronto set the tone for what was to follow. John Ahern, Q.C., and Joseph Nuss, representing the Seafarers' International Union were told in so many words that their clients were a bunch of Dhoukabors, a maniac sect originating in Russia, which has terrorized the back country of British Columbia for the last 50 years, by burning up and bombing public and private property. Following this outburst the Judge summonsed President Hal Banks to the witness box for the purpose of exerting pressure to prevent the locked out employees from pursuing their dispute with this ship owner. When this failed, a parade of scabs who had been involved in bar-room brawls, or who had experienced some form of violence were led through the witness box. In only one case involving an incident at Seven Islands, Quebec in 1961 were the scabs able to establish a link with the Seafarers' International Union crewed Canadian tugs, continued to refuse to handle the scab ships in Canadian ports. The Judge sent highly publicized telegrams back and forth demanding that Seafarers' International Union employees handle these scab ships. Acting on their own, the Seafarers' International Union members involved refused to handle lines for the scabs. Then, as now, injunctions continued to fly in every direction on both sides of the border. In the United States we were able to appeal the injunctions almost immediately with positive results in a number of cases. In Canada the situation is not the same, a temporary injunction issued ex parte can take up to two or three years to come to trial. For this reason and with one exception we have not been able to argue the Canadian injunctions at this point.

Judge Norris then subpoenaed all the Union records. A team of Government investigators shook down our files for a period of 14 years. They were not only looking for evidence of criminal and fraudulent acts, and illegalities, they were looking for anything which could be used by the Press with sensational effect. It was a real Moscow type operation.

On the witness box, the Canadian Labour Congress introduced their star witness. Some of you may know him, his name was Mike Sheehan and at one time he was a Seafarers' International Union patrolman. He had offered his services to Upper Lakes and in fact had been the original scab herder used by this shipowner. In his testimony he told 144 lies. He perjured himself 144 times, involving all of the officials of the Seafarers' International Union of Canada, and many of the officers and officials of the Seafarers' International Union of North America. He painted a picture of a completely undemocratic outfit operated by muscle, and without internal democracy or regard for any of the normal decencies. His testimony appeared in front page headlines for days on end. There was no doubt that his testimony achieved the result sought by the scab shipowner and the Canadian Labour Congress.

As rough as was the perjury and hearsay pouring out from the witness box, the Judge's conduct of the Hearing was a classic of bias.

To objections by Seafarers' International Union lawyers on the introduction of lies by hearsay and innuendo, and by circumstantial evidence, the Judge rules that he would not be bound by the rules of evidence in the interests of encouraging "the cleansing hydrants of truth". However, when it came time to cross-examine the Judge changed his mind. He decided the cleansing hydrants of truth, might douse the fire. The Seafarers' International Union Counsel were severely restricted in their rights to cross-examine. Once a day during the course of the Hearings the Judge found opportunity to direct a blast at the Seafarers' International Union for some transgression. These verbal outbursts appeared to fall just before the morning or the afternoon deadlines, and they religiously appeared the next day, often on the front page of the paper.

When it finally came time for the Seafarers' International Union to make its presentation the rules again changed drastically. This time, the "cleansing hydrants of truth" were securely locked up and the key thrown away. Seafarers' International Union witnesses were confined strictly to the rules of evidence. They were constantly harassed by the Judge during the course of their testimony by accusations that they were "spouting propaganda". Nevertheless Seafarers' International Union witnesses completely refuted by the most solid form of documentary evidence, 98 of the accusations made by Sheehan, and numerous lesser accusations made by other hostile witnesses. In order to counter the false charges by Sheehan and other hostile witnesses, we commenced placing rank and file members in the witness box to testify as to internal democracy in our organization. To say that the Judge was reluctant to hear this testimony would be an understatement. The Press reports began to turn around, and were reflecting the truth as testified by Seafarers' International Union members. The verbal outbursts of the Judge was not sufficient to prevent some glimmering of the truth from appearing in the newspapers.

During this period the Judge, from a Trade unionist's point of view, unwittingly made judgment on the whole clambake. A young Seafarers' International Union sailor was in the stand, testifying as to what the Seafarers' International Union had done for him. He began eulogizing the record of President Hal Banks. This became too much for Commissioner Norris, who interrupted the testimony by saying "I don't expect you to advocate the removal of Santa Claus".

In the middle of the Seafarers' International Union case the Judge abruptly denied the Seafarers' International Union any further witnesses, and stated that further witnesses be called by the Commission. The Parties were told to submit lists of witnesses, the nature of their testimony, and the Commission would decide which witness would be called. Under this method of procedure the attack on the Seafarers' International Union was renewed.

President Hal Banks was called to the witness box and asked to account for his union expenses, as were a number of other Seafarers' International Union officials. In accordance with the changing rules of this unusual inquisition, the Seafarers' International Union witnesses found that the shipowner and the Canadian Maritime Union attorneys had wide open latitude in cross-examination.

All the obvious indications to the contrary, we profited by these Commission Hearings. Through bolts and bars, enough of the truth emerged. The scabs within the Canadian Labour Congress were confident that they had an instrument to destroy the Seafarers' International Union. They sang like canaries, they openly admitted to the complete rape of union principles. William Dodge and Claude Jodoin of the Canadian Labour Congress admitted the conspiracy to scab. They swore under oath that they had met with Leitch, the ship owner, while the Seafarers' International Union was negotiating with the same ship owner, to deliberately make an agreement to provide him with scabs. This deal would be executed if he refused to raise wages and lower hours, and as a result, appeared to face a legal Seafarers' International Union strike. This shocking testimony was confirmed by Leitch, who admitted, in addition, that he had paid close to \$400,000 to one private detective company for the purpose of obtaining evidence for legal harassment against the Seafarers' International Union, and for providing protection. He swore he had paid money to Mike Sheehan of the Canadian Maritime Union, and to placing the Canadian Labour Congress scab herders "under the umbrella" of the protection of his private police force.

During the course of the Hearings we presented Judge Norris with two motions of bias and disparate treatment. The first motion accused the Judge of bias in law, and the second motion accused the Judge of bias in fact. Both motions were dismissed. After the dismissal of the motion for bias in fact and disparate treatment, the Seafarers' International Union of Canada had no alternative but to leave the Hearings and this was done.

For the purpose of this inquiry the union sustained a search of 14 years records. No criminal acts, intents or fraud were found, because there weren't any. With regard to the irresponsible charges of violence against the Seafarers' International Union, there was only one incident linked to the Seafarers' International Union and in that incident nobody on the ship was hurt. A friendly member

of the Carpenters' Union fired a couple of 22 calibre bullets into the floodlights of the scab 20,000 ton ship "Wheat King", and got more publicity for himself than the British did for sinking the "Bismark". For his trouble he was shot by the scabs with 30 calibre gun and spent three months in hospital.

It is generally conceded that all union accounts had been properly kept, and the money accounted for. And this despite a 14 year shakedown which would make a Congressional Committee look small time. For example, the President of the Union was held answerable for expenses from a few cents for sand for the use of the cat at the Montreal Hall, up to and including his automobile.

There is absolutely no doubt that this Industrial Commission was set up by Michael Starr, the Canadian Minister of Labour to assist the Norris family in Chicago with their labour busting attempts. The Commission failed in this purpose. The fight is going on stronger than ever before. The report of the Commission has not yet come down. If it resembles the conduct of the Hearing it can be expected to be derogatory. We are prepared for this and have planned appropriate steps.

The wheel has now turned a full circle in this beef. Last year at this time the scab Union, the Canadian Maritime Union, was going to replace the Seafarers' International Union of Canada on the Great Lakes. Now the Canadian Labour Congress has announced that it wants to merge the Canadian Maritime Union with the Seafarers' International Union, and to re-affiliate the Seafarers' International Union in the Canadian Labour Congress, provided the Seafarers' International Union gets rid of its President and its top officials.

A new Government has taken office in Canada, and the ship owner, and the scabs are trying frantically to obtain some political support with this Government. The new Government is The Liberal Party, which is the Canadian equivalent of the Democrats in the United States. Since the ship owner was a heavy contributor to the former Government, the Conservative Party, and since the Canadian Labour Congress has embraced the Canadian Socialist Party, they are not finding the same willing ears that they did before.

Through the concerted efforts of our International, the Maritime Trades Department, the International Longshoremen's Association and our friends this scab operation is having a rough time. It has just lost one of its largest grain contracts with the Continental Grain Company. They are in bad shape and it is hoped that they will shortly be brought to terms.

Despite the foregoing dispute, we have made a number of gains in the negotiating and organizing fields. At the time of this Convention, the Seafarers' International Union of Canada had 85 companies under contract in the shipping and dredging fields. This represents over 90% of the maritime industries in Canada.

During the years 1962 and 1963 all major agreements were renegotiated. On the Great Lakes, negotiating gains included a two year contract with a 75% increase in Welfare contribution, a four hour reduction in the work week and additional payment for weekend work amounting to between 5-7% depending on the classification. This settlement was about 40% higher than similar settlements

obtained by other unions with Harbour Boards and Railways etc. We are now in the process of concluding negotiations with the major dredging operators in Canada. These negotiations look as though they will yield monthly wage increases of \$50 and up over a two year period. In addition the agreements have been broadened to include winter work which we did not have before. This will increase our jobs under contract. Similar increases were negotiated for the West Coast Steamship and Cruiseship Companies.

A list of our contracted companies will be provided for the purpose of insertion in this report.

In the organizing field the Union has concentrated on the people operating small ferries and schooners in the lower St. Lawrence region. For those of the delegates who do not know much about Canada, we can tell you with authority that this is a rough area to organize in. The area is completely French speaking and the small villages from which these sailors originate are somewhat primitive and medieval to say the least. The padronne system has flourished in this part of the world for hundreds of years. Nevertheless we succeeded in organizing three of the largest companies in this category. On one of the companies we are in the winding up process of negotiations. When we organized this particular company the dock sailors were getting \$50 a week for a 56 hour working week. We began negotiations, and as a result we are presently voting these employees on a proposed settlement which will give them a \$130 monthly increase immediately, a eight hour day, a Welfare Plan, a forty-eight hour working week and a great number of other benefits, which are new to them but old stuff to any Union man. Next year they will get a forty-four hour week and a further increase amounting to about 12%. What this means is that the wages of these sailors will be raised from \$50 to \$110 per week. On the other two companies we are presently awaiting Provincial Labour Board certification. The number of employees involved in the operations which we are organizing would represent close to 1,000 people.

I am now going to read a list of new companies which we have organized since our last Convention in 1961. The delegates will notice asterisks beside the names of certain companies. These companies were organized and brought under agreement during and since the Norris Hearings. They offer conclusive proof that newspaper reporters might fool themselves, but it is getting harder all the time to fool the working staff. Here they are:

NEW COMPANIES CERTIFIED BY LABOUR BOARDS AND
NEW COMPANIES SIGNED UNDER CONTRACT SINCE
THE 10TH BIENNIAL SEAFARERS' INTERNATIONAL
UNION OF NORTH AMERICA CONVENTION.

*ABITIBI POWER & PAPER COMPANY LIMITED. (LICENSED)

Tug	"ABITIBI"
Tug	"KAM"
Tug	"ORIENT BAY"

ANTICOSTI SHIPPING COMPANY. (UNLICENSED)

m.v.	"ANTICOSTI"
Barge	"CASTOR CONSOL"
Barge	"LOUTRE CONSOL"
Barge	"MENIER CONSOL"
Barge	"VISON CONSOL"

ANTICOSTI SHIPPING COMPANY. (LICENSED)

m.v.	"ANTICOSTI"
Barge	"CASTOR CONSOL"
Barge	"LOUTRE CONSOL"
Barge	"MENIER CONSOL"
Barge	"VISON CONSOL"

BRANCH LINES LIMITED. (UNLICENSED)

m.v.	"MAPLEBRANCH"
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BRANCH LINES LIMITED. (LICENSED)

m.v.	"MAPLEBRANCH"
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*DUNBAR & SULLIVAN DREDGING COMPANY. (UNLICENSED)

Drill Boat	NO. 1
Dredge	NO. 9
Dredge	NO. 53

*EASTERN LAKECARRIERS LIMITED. (UNLICENSED)

s.s.	"HAMILTONIAN"
s.s.	"NEWBRUNSWICKER"

*EASTERN LAKECARRIERS LIMITED. (LICENSED)

s.s.	"HAMILTONIAN"
s.s.	"NEWBRUNSWICKER"

*LA CIE DE LA TRAVERSE ST LAURENT. (UNLICENSED)

m.v.	"ARTHUR CARDIN"
m.v.	"PIERRE DE SAUREL"

*LA CIE DE LA TRAVERSE ST LAURENT. (LICENSED)

m.v.	"ARTHUR CARDIN"
m.v.	"PIERRE DE SAUREL"

LAKEHEAD MARINE SERVICE. (UNLICENSED)

Motor Yacht

*LAW QUARRIES TRANSPORTATION LIMITED. (UNLICENSED)

S.S. "DOLOMITE"

*LAW QUARRIES TRANSPORTATION LIMITED. (LICENSED)

S.S. "DOLOMITE"

*MARINE SERVICE LIMITED. (UNLICENSED)

S.S. "JAMES C. WALLACE"

S.S. "J. P. WELLS"

*MARINE SERVICE LIMITED. (LICENSED)

S.S. "JAMES C. WALLACE"

S.S. "J. P. WELLS"

*MIDLAKE STEAMSHIP LIMITED. (UNLICENSED)

S.S. "WALLACEBURG"

*MIDLAKE STEAMSHIP LIMITED. (LICENSED)

S.S. "WALLACEBURG"

*NATIONAL HARBOURS BOARD-MONTREAL HARBOUR. (LICENSED)

DERRICK NO. 3

FLEET WATCHMAN

FLOATING CRANE NO. 1

Tug "GLENKEEN"

*PAPACHRISTIDIS COMPANY LIMITED. (UNLICENSED)

S.S. "MONTREALAIS"

S.S. "QUEBECOIS"

*PAPACHRISTIDIS COMPANY LIMITED. (LICENSED)

S.S. "MONTREALAIS"

S.S. "QUEBECOIS"

*REDWOOD ENTERPRISES LIMITED. (UNLICENSED)

S.S. "ELMDALE"

S.S. "PINEDALE"

S.S. "SPRUCEDALE"

*REDWOOD ENTERPRISES LIMITED. (LICENSED)

S.S. "ELMDALE"

S.S. "PINEDALE"

S.S. "SPRUCEDALE"

*THE ALGOMA CENTRAL & HUDSON BAY RAILWAY COMPANY. (LICENSED)

S.S. "ALGOCEN"
 S.S. "ALGORAIL"
 S.S. "ALGOSCO"
 S.S. "ALGOSTEEL"
 S.S. "ALGOWAY"
 S.S. "E. B. BARBER"
 S.S. "AGAWA"

*WESTDALE SHIPPING LIMITED. (UNLICENSED)

S.S. "WESTDALE"

*WESTDALE SHIPPING LIMITED. (LICENSED)

S.S. "WESTDALE"

WESTRIVER ORE TRANSPORTS LIMITED. (UNLICENSED)

m.v. "ALEXANDER T. WOOD"

*WINONA STEAMSHIP COMPANY LIMITED. (UNLICENSED)

S.S. "HILLSDALE"

*WINONA STEAMSHIP COMPANY LIMITED. (LICENSED)

S.S. "HILLSDALE"

The membership of the Union as of the beginning of January 1963 was 15,009 members in good standing in accordance with the Union Rules with about 1200 arrears cases. Since that count was taken we have organized about 120 jobs.

That closes my report, thank you.

Excerpt from The Montreal Star, Friday, May 3, 1963:

SHEEHAN CHARGES C.L.C. MAKING C.M.U. COMPANY UNION

By Bruce Taylor

The strife-marked power struggle between the Canadian Labour Congress and the Seafarers' International Union for control of the nation's dues-paying seamen was thrown wide open here yesterday.

Michael J. Sheehan, self-described pawn in the bitter conflict in his role as founder of the C.L.C.-sponsored Canadian Maritime Union—an organization established to topple the S.I.U.'s waterways labor empire—charged the C.L.C. with turning the C.M.U. into little more than a company union.

He alleged that the C.L.C. has set back the rights of Canadian seamen by 30 years, and accused C.L.C. executive vice-president William Dodge, who is

overseer of the C.M.U. members' complaints with the remarks: "To hell with the members. They're not going to have anything to do with running this union."

Sheehan made his statements at a press conference after attorney William I. Miller took action in Superior Court on his behalf to oust Jack Staples of Port Colborne, Ont., and James Todd of Toronto, as president and secretary-treasurer of the C.M.U. Issue of summonses, which are returnable by the respondents within six days, was authorized by Mr. Justice Rene Duranleau.

Sheehan alleged in his petition for a writ of quo warranto that the elections of Staples and Todd were irregular and illegal. He is suing for their removal from office and his re-establishment as president.

Did he think his action would provoke further union turbulence on the waterfront?

"I hope not. But in this kind of thing you can never tell when you're liable to see your head rolling down the dock ahead of you. I've got my guns lined up fore and aft, and I'm ready for action."

The husky, 48-year old native of Liverpool who has been a sailor since he was 14, was a lieutenant to S.I.U. President Hal C. Banks until his expulsion by the union on charges of misconduct three years ago.

Immediately, he set out to form the C.M.U. under the aegis of the C.L.C.—the 1,070,000 member central labor body which earlier had expelled the S.I.U. and announced its determination to put it out of business. He enrolled some 450 seamen in the fledgling union, replaced the S.I.U. as bargaining agent for crews aboard the Upper Lakes Shipping Ltd. fleet and, in October of 1961, was named president of the C.M.U. at its founding convention here.

In February of this year, Sheehan was dropped unceremoniously from the presidency into the newly created post of executive vice-president by the 11 delegates to another C.M.U. convention in Ottawa. Until April 5, he said, he had been receiving \$500 a month by cheque drawn on a special C.L.C. account; since then he has received no money, and no notification advising him why.

He admitted: "I had a hunch from the start the C.L.C. would use me to do the dirty work in organizing the C.M.U., and then put the boots to me when it was done. The C.L.C. doesn't want a real sailors' union. It wants a company union that will do what it's told. And the C.L.C. knew I wouldn't go along with it, so I was dumped.

"The C.L.C. doesn't want free elections and it doesn't want union hiring halls for the members. It has set the rights of Canadian sailors back 30 years.

"Anyway, I don't think there's a man in the C.L.C. who knows the sharp end of a boat from the blunt end."

Sheehan explained that because the case is now before the courts, he could not elaborate on statements about what he said was undue influence on the 11 delegates who dropped him from control of the union.

"But I can tell you this," he said, "if I was to drop the action the C.M.U. would end up being as bad as the S.I.U. or the old commie Canadian Seamen's Union. When the C.L.C. tried to put the skids under me it hurt the men I've been working for too."

He asserted in language liberally studded with seafaring terms that more than two-thirds of the C.M.U.'s present 500-600 members are behind him—most of them men he brought into the union.

Had he considered what course of action he might take if the attempt to regain the presidency of the union failed?

"I've got so much confidence in myself and in my case. I haven't even thought beyond it.

Who is financing him? Only himself he said. "I've put everything else into this union, and I've been shot at, so I put my own money into this fight, too."

Would he consider a merger with the S.I.U.? "Not as long as Banks is there," he stated emphatically. "If the S.I.U. was allowed to operate as a democratic union it would be one of the finest in the world. But it is being held back by a dictator."

Excerpt from The Gazette, Friday, May 3, 1963:

SHEEHAN TO COURT OVER C.M.U. ELECTION

By Leon Levinson

Michael Sheehan, organizer and first president of the Canadian Maritime Union, is seeking court aid to regain leadership of the union which he lost at its first convention last February.

The former patrolman for the Seafarers' International Union, expelled from that body in 1961, will petition the Superior Court to declare illegal the election of Jack Staples of Colborne, Ont., as president of the C.M.U.

In his "special information for a writ of quo warranto," filed by Counsel W. I. Miller, he alleges that his defeat as a presidential nominee at the February convention was illegally achieved by "undue influence" exerted by advisors from the Canadian Labour Congress, with which the C.M.U. is affiliated.

He charges that the actions of the C.L.C. advisory committee on his union in influencing the election "constituted an unwarranted intrusion against the autonomy of the union."

His action declares that President Staples—elected by eight votes to six—"has usurped, intruded into and unlawfully holds and exercises the office of president."

It also is his contention that James Todd of Toronto, elected secretary-treasurer of the C.M.U. by the delegates to the convention, illegally holds his office.

Mr. Sheehan complains that President Staples is "not a bona fide member of the union nor a seaman". The new incumbent, he says, is "in fact a steelworker placed on the payroll of the union through the unilateral actions of the members of the C.L.C. advisory committee."

President Staples, according to the ex-president, "was thrust upon the executive board" by the C.L.C. advisors.

DODGE IS ACCUSED BY SHEEHAN

William Dodge, executive vice-president of the C.L.C., is accused by Sheehan of actively seeking to gain control of the C.M.U. and to oust its organizer and first president.

"Full support of majority of the members of the union" is claimed by the petitioner. He submits that he would have been easily re-elected to office if "unqualified voting" and "undue influence" had not been used against him.

The C.M.U. was organized late in 1961 after the S.I.U. had been expelled from the C.L.C. for raiding activities. Its biggest contract is with the Upper Lakes Shipping Company which broke off relations with the S.I.U. after many years.

Widespread waterfront violence broke out on the Great Lakes and the St. Lawrence last year when the S.I.U. picketed Upper Lakes ships, charging that some of its members had been "locked out" by the company when the contract was made with the C.M.U.

In addition to asking for the ousters of President Staples and Secretary-Treasurer Todd, the petition seeks the imposition by the court of fines of \$400 on each of the officers.

Excerpt from The Gazette, Friday, May 3, 1963:

S.I.U. PLANS 'THOROUGH' STUDY

By F. T. Collier

The relationship between Upper Lakes Shipping Ltd., a rival Canadian union and the S.I.U. will be examined exhaustively at the convention of the Seafarers' International Union (Ind.) Monday in Washington, D.C.

S.I.U. President Paul Hall, who is familiar with the Canadian situation, will preside over the week-long convention, an important part of which will be devoted to studying attacks that have been made on Hal C. Banks, Canadian head of the union.

The Canadian Maritime Union, sponsored by the Canadian Congress of Labor, was set up to bargain for seamen in the country and eventually oust the S.I.U. from its present dominant position.

It began by organizing Upper Lakes Shipping crews and planned to extend its operations to other Canadian vessels. It now boasts a membership of 550 against the S.I.U.'s 10,000.

S.I.U. delegates attending their Washington convention feel bitter about the treatment given Mr. Banks and his union by the Canadian Labor Congress. They are certain to comment on depositions given by leading C.L.C. officials before the Norris Commission, named by the Federal Government last year to investigate violence involving seamen on the Great Lakes and the Seaway.

The official position of the S.I.U. is that it will continue to picket C.M.U.-manned ships. How it proposes to do this despite injunctions both in Canadian and United States ports will be examined.

SCHEDULE 38

LETTER FROM THE HONOURABLE L. R. PETERSON TO THE COMMISSIONER

March 15th, 1963.

The Honourable Mr. Justice T. G. Norris,
Box 2400,
Postal "D",
Ottawa, Ontario.

My dear Mr. Justice Norris:

My attention has been drawn to an article appearing on page 11 of the *Canadian Sailor* dated February 22nd, 1963, in which the following comments are contained:

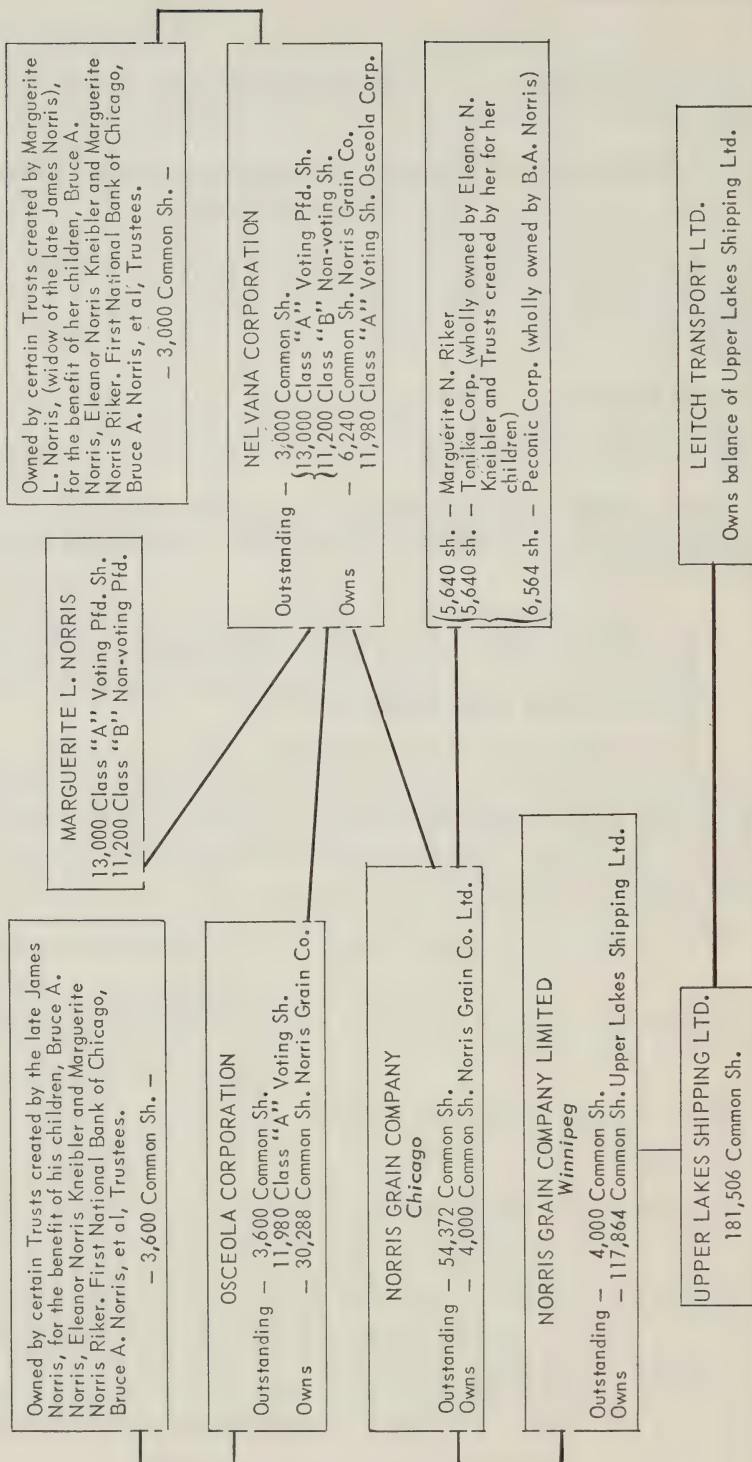
"It has been stated by high officials of the B.C. Department of Labour that they are completely disgusted with the 'Kangaroo Court' set-up of the Norris Enquiry, and we are sure that the Provincial Department of Labour would never allow an enquiry to go on if the Provincial Minister of Labour was a defendant in a legal action involving parties concerned in the enquiry."

I was surprised to read this comment as it is not the practice of officials of my Department to comment on Commissions of Inquiry or other similar bodies. In view of this I immediately made an investigation of the matter and wish you to know that I have found that no official of my Department made any statement with regard to your Inquiry.

Yours very truly,
(Signed) "L. R. Peterson",
Minister of Labour.

SCHEDULE 39

CHART OF SHARE OWNERSHIP IN COMPANIES REFERRED TO BY ROBERT C. VINCENT BEFORE THE
INDUSTRIAL COMMISSION AS TO SHIPPING IN THE GREAT LAKES AND ST. LAWRENCE RIVER SYSTEM
AS RECORDED IN VOLUME 11, DATED SEPTEMBER 5, 1962
HEARINGS HELD AT TORONTO, ONTARIO



SCHEDULE 40

JUDGMENT IN THE SUPREME COURT OF BRITISH COLUMBIA

No. B. 1398/60.

ERICH BOLDT

VS

RODERICK BRUCE HEINEKEY

(sued as Rod Heinekey),

NORMAN G. CUNNINGHAM, JOHN

CLARKE (sued as John Clark),

JOHN BALL, JACK MINNES, and

RODERICK BRUCE HEINEKEY and

WALTER SAWADSKY (sued as W. Swatzky) sued on their own behalf and on behalf of

all other members of Seafarers' International Union of North America, Canadian District, and SEAFARERS'

INTERNATIONAL UNION OF NORTH AMERICA, CANADIAN DISTRICT.

REASONS FOR JUDGMENT
OF THE HONOURABLE
MR. JUSTICE MACLEAN.

H. E. Hutcheon, Esq.,

B. Kershaw, Esq.

for the plaintiff,
for the defendants.

Dates of trial:—

November 29, 30,
December 1, 1960.

The plaintiff, a "book member" of the Seafarers' International Union of North America, Canadian District, sues the union as a legal entity and in a representative action and also sues a number of the union officers claiming damages for two separate causes of action, namely:—

1. That the defendants wrongfully and maliciously induced and procured the discharge of the plaintiff from his employment with Northland Navigation Company Limited, and
2. That the defendants Heinekey, Cunningham, Clarke and the union wrongfully and maliciously conspired to prevent the plaintiff from obtaining employment in his trade by denying him the privilege of using the union hiring hall and from placing his employment card on the shipping board of the defendant union.

It would appear from the evidence of the defendant Cunningham that from July 1959 and apparently at all material times since there has been a struggle between two rival unions for control of the employees employed by a number of shipping companies operating on this Coast including the Northland Navigation Company Limited, the company which employed the plaintiff who had his last employment as a steward on one of the Northland Navigation Company Limited's ships. It also appears from Mr. Cunningham's evidence that some members of the Seafarers' International Union of North America, Canadian District, which I will refer to for brevity as the S.I.U. had at one time or another been expelled from membership for alleged sympathy with the rival union known as the C.B.U.R.T.

As shown by Exhibit 6 the agreement between Northland Navigation Company Limited and the S.I.U. the latter was recognized by the company as,—

“the duly certified sole collective bargaining agent for all unlicensed personnel . . . employed in the deck, engine room and steward's department of all ships owned and/or operated by the company”.

Before coming to Canada in November 1951 the plaintiff had been employed as a ship steward and latterly as a chief steward on German shipping lines. He joined the S.I.U. as a “permit member” in 1954 and worked for a number of employers including Davidson Marine, Tidewater Marine, Union Steamships, Canadian Pacific Railway Company, The Alaska Cruise Lines and from March 1959 onwards with the Northland Navigation Company Limited. It is a fair inference, I think, that his affiliation with the S.I.U. enabled him to obtain and maintain his employment with the companies above mentioned.

The first incident of any importance in this case occurred on November 1, 1959, when the plaintiff was on a round trip voyage between Vancouver and Stewart.

A number of stewards were sitting in the dining hall having their evening meal when the second steward, John Ball, who also served as the ship's delegate of the union, approached the group and announced that one of the stewards would have to take a week off presumably without pay. The plaintiff spoke up and a discussion ensued between the second steward and the plaintiff with regard to the matter, the plaintiff suggesting that it was not for one of the group to volunteer to take a week off but that the second steward should instruct one of the men to take the time off, that particular man having earned the greatest number of “lay days”.

The second steward in effect told the plaintiff that this was none of his business, and although there is no suggestion that the plaintiff actually said anything improper to the second steward I am inclined to believe that the plaintiff was probably rather aggressive in his manner.

The second steward then reported the matter to the chief steward on the ship and later in the same evening when the plaintiff went to interview the chief steward he was rebuked for not minding his own business and was told in effect that if a similar incident were reported again that he would be discharged. I take it from the evidence that at this point at least the chief steward who had

the power to discharge had decided to let the plaintiff go with a warning. I am convinced too that in the previous discussion which had ensued between the plaintiff and the second steward Ball that the plaintiff considered that he was taking up a union matter with Ball in the latter's capacity as union delegate for the ship.

Upon the arrival of the ship at Vancouver on November 3rd the plaintiff was approached by Clarke, the patrolman of the union who approached him in company with one other unidentified person. Clarke, whom I gather must have had a previous discussion either with the chief steward or the second steward, rebuked the plaintiff, opening the conversation with the remark "you are giving the second steward some lip". This accusation was denied by the plaintiff. Clarke then adopted what I hold to be an aggressive and violent attitude ending up with the remark that he would throw the plaintiff off the ship through a porthole and that he was going up to the Northland Navigation office to get the plaintiff fired. The plaintiff said there was nothing more that he could do but that he would like to see what Mr. Cunningham (the chief executive officer of the union at Vancouver) would say about it. Then, according to the plaintiff's evidence, which I accept, Clarke jumped up and shook his fist at the plaintiff and swore, saying at the same time (holding out his fist), "I show you Mr. Cunningham".

When the plaintiff returned to the ship at seven o'clock the same night Clarke was standing in the doorway of the company office on the dock when he met the plaintiff in company with another seaman called Kurt Haupt and he then said to Haupt, "You are not sailing, your relief is on the way". The plaintiff then asked Haupt what it was all about and Clarke then jumped up and, shaking his fist at the plaintiff, said "You are not sailing either".

After some exchange of words the plaintiff went to the personnel manager of the company presumably to confirm that he had been discharged or laid off and Clarke followed him back to the ship asking for his union card which the plaintiff declined to produce and an acrimonious discussion ensued in which Clarke accused the plaintiff of being an adherent of the rival union, the C.B.U.R.T., calling him what I presume is an expression of opprobrium, a "C.B.U.R.T. fink". Clarke also told the plaintiff that he should go to the C.B.U.R.T. union meeting on Powell Street. The plaintiff then said he had nothing to do with the C.B.U.R.T. and that he would see Clarke the next day at the S.I.U. hall. With that Clarke said that if he did appear that he would throw the plaintiff out with his own hands and he added words to suggest that the plaintiff would never be able to obtain employment as a bartender as the president of the Bartender's Union was a good S.I.U. man.

Mr. Clarke in his evidence denies the violence attributed to him by the plaintiff and denies practically all of the exchange of words related by the plaintiff but he does admit that when he first met the plaintiff on board the ship that he informed him that he had received complaints that he was not getting along with members of the crew and that he was answering back and that he must not do that to his boss. He advised the plaintiff, according to his evidence, to smarten up. At first he said in his evidence in chief that after giving

this advice to the plaintiff that he did not see him again that day but when pressed in cross-examination he was able to remember that he had had some discussion with the plaintiff later in the evening.

On November 4th, the day following his discharge from his ship the plaintiff went to the S.I.U. office on Main Street and encountered the patrolman Clarke near the desk who asked him what he wanted. When the plaintiff said that he wished to speak to Mr. Cunningham (the senior officer of the S.I.U.) Clarke said to him (shaking his fist at the plaintiff) "I show you Mr. Cunningham". The plaintiff was forced to retire from the hall.

Again on November 6th, according to the plaintiff's evidence, he went to the union hall again and was met by Clarke who ordered him out and again he did not succeed in seeing Mr. Cunningham. Following this incident he tried on a number of occasions to reach Cunningham by telephone but on every occasion was cut off as soon as he disclosed his name. Again on November 28th he went to the man at the desk in the union hall, presumably the man in charge of the employment board, and asked to be registered for employment. The officer checked his file and said that there was nothing on his file to indicate anything wrong and upon asking the official as to whether he was expelled as a C.B.U.R.T. man the official said that he would have to see Mr. Heinekey. He got no satisfactory answer as to why his name was not on the employment board. At this time he encountered Mr. Heinekey in the hall and Heinekey said to him "You are a C.B.U.R.T. man and you are out". Heinekey at this time was the port agent of the union and apparently second in command to Cunningham who he later succeeded. Heinekey opened the door into Cunningham's office where the plaintiff observed Cunningham at his desk. A few minutes later he came out and said to the plaintiff "You are out—and stay out."

The plaintiff made two further trips to the union hall in March of 1960, the last visit being near the 25th of March and on this occasion observing a pile of mail upon the desk he slipped into the pile of mail a letter written by himself to Cunningham and he saw the dispatcher at the desk take the bundle of mail including the letter which he had inserted into Cunningham's office.

The letter, Exhibit 5, contains a summary of some of the plaintiff's complaints and a demand for a union trial.

The plaintiff has not been able to obtain any employment other than a few odd jobs from November 1959 until June of 1960 when he obtained permanent employment with the B.C. Government Ferries a concern which I gather has no bargaining contract with the S.I.U.

I am satisfied from the evidence before me that the plaintiff is an efficient and conscientious steward and that he has made reasonable attempts to obtain re-employment since November, 1959.

Further I am satisfied that the reasonable inference to be drawn from the evidence given in this case is that the reason for the plaintiff's inability to obtain employment in his trade as a marine steward was due to his inability to have his name posted in the hiring hall of the S.I.U.

The plaintiff was not a member of the rival marine union, the C.B.U.R.T.,

and I see no reason why in view of the fact that he continued to be a member of the S.I.U. that he could reasonably have been expected to change his allegiance by applying for membership in the C.B.U.R.T. and seeking the advantage of its hiring hall.

I am satisfied that the plaintiff has made out a case on the second branch of his claim and that in fact a conspiracy existed between the patrolman Clarke, Heinekey and the union itself to exclude the plaintiff from the use of the S.I.U. hiring hall. There is evidence which does suggest that Cunningham was a party to this conspiracy in that Heinekey, according to the plaintiff's evidence, went into Cunningham's office presumably to ask Cunningham whether the latter would entertain the plaintiff's grievance with respect to the exclusionary treatment he had received from the union. Then, still according to the plaintiff's evidence (which I accept) Heinekey emerged from Cunningham's office saying that Cunningham would not see him. There was, however, no evidence as to what actually transpired in Cunningham's office. Heinekey denied that the incident ever took place and Cunningham could not remember the incident.

The evidence referred to above is the only evidence to connect Cunningham with the alleged conspiracy and I do not think that it is sufficient to establish his complicity in the conspiracy.

I am satisfied that the plaintiff's loss of employment of which he complains was the natural result of the conspiracy.

The witnesses Heinekey, Cunningham and Clarke say that they cannot remember having seen the plaintiff either at the union hall or anywhere else between November 1959 and the time they were served with the writ in this action in May 1960.

The chief officer of the union, Cunningham, cannot remember ever having received the letter, Exhibit 5, and apparently no trace of it could be found in the union's files nor was there any record of a reply. The suggestion implicit in the defendants' evidence is that the plaintiff's evidence with regard to the reception he was given at the union hall is a complete invention. This is a suggestion that I cannot accept nor do I believe the defendants' witnesses Clarke and Heinekey when they say that they did not see Boldt between November 1959 and May 1960.

The evidence indicates to me that the defendants Clarke and Heinekey suspecting for some reason or another that the plaintiff was a C.B.U.R.T. supporter, and being unable to prove it, were driven to adopt the course which I hold they did adopt instead of confronting the plaintiff with their accusations at a regularly convened union trial. To my mind the evidence indicates a concerted action on the part of Heinekey and Clarke to freeze the plaintiff out of advantages derived from union membership and hence from the opportunity to take employment in his trade as a steward.

Where the evidence of the plaintiff is in conflict with that of defendants' witnesses I accept the evidence of the plaintiff.

It has been strongly urged by counsel for the defendants that the union is not a legal entity for the purpose of a suit such as this and he submits that there is

nothing in the case of *International Brotherhood of Teamsters v. Therrien* (1960) 22 D.L.R. p. 1, to support the contention of plaintiff's counsel that this particular union is a legal entity for the purpose of a suit such as this. It is suggested by defendants' counsel that when Mr. Justice Locke said at page 11 of the *Therrien* case:—

"In my opinion, the appellant is a legal entity which may be made liable in damages either for breach of a provision of the Labour Relations Act or under the common law."

that he was making a pronouncement which was not necessary for the decision of the case. I do not agree with this submission but even if such a pronouncement were obiter it is one which I would be willing to follow. In this case the evidence indicates that the defendant union is certified as a bargaining agent under the Dominion Industrial Relations and Disputes Act in respect of the employees of the Northland Navigation Company and according to the evidence of the defendant Cunningham is also certified under the Provincial Labour Relations Act in respect of certain other companies.

Further it is submitted by counsel for the union that even if the union is a legal entity for the purpose of this suit that the acts complained of of the union officers Heinekey and Clarke were not acts performed in the course of their master's business as this expression was used in the case of *Lloyd v. Grace Smith & Co.* (1912) A.C. 716 and in *United Africa Co. Ltd. v. Saka Owoade* (1955) A.C. 130. On this point we have the evidence of Cunningham the union officer that the S.I.U. had engaged in a struggle with a rival union, C.B.U.R.T., from July 1959 onwards for the control of the employees of the various shipping companies of this province. A number of the former members of the union had been expelled for suspected affiliation with the rival union and as a consequence their employers had been notified resulting in the dismissal of these employees under the terms of the various collective agreements. He admitted that it was in the interest of the union not to have on board any ship any man who was a member or who had applied to join the rival union. Furthermore there are two provisions in the union's constitution, Exhibit 11, which are of some significance.

Section 6, provides:—

"Section 6.

Any member who advocates and/or gives aid to the principles and policies of any hostile or dual organization or gives aid and comfort to such, or who breaks or advocates the breaking of any collective agreement and/or welfare agreement to the prejudice of the members, shall be denied further membership in this Union. Any member who violates the Constitution, the rules adopted by the members or any special resolution indicating the policy of the Union or any particular matter, shall be expelled from the Union."

Section 11 sets out the form of oath which is required to be taken by every member of the union in the following form:—

"I pledge my honor as a man, that I will be faithful to this Union and that I will work for its interests and will look upon every member as my Brother, and that I will not work for less than Union wages, and that I will obey all orders of the Union. I

promise that I will never reveal the proceedings of the Union to its injury or to persons not entitled to know it. And if I break this promise, I ask every member to treat me as unworthy of membership, friendship and acquaintance, SO HELP ME GOD."

and in this connection I attach special significance to the concluding words, "I ask every member to treat me as unworthy of membership, friendship and acquaintance."

It seems to me that this is an indication of the policy of the union not only towards members who have been legally expelled but towards a member even suspected of divided allegiance. My conclusion is that in acting as I hold they did towards the plaintiff the union officers were acting in the course of their master's business.

The plaintiff is entitled to judgment against the defendants Heinekey, Clarke, and the Union itself for \$2,500.00.

The plaintiff's evidence indicates that he has lost the sum of \$2,634.00 as a consequence of the wrongful acts of the defendants making allowance for the part time employment that he has had in the interim. I feel, however, that I must make some allowance for the possibility that the plaintiff would not necessarily have worked the full period and that if he had earned money he would have had to pay income tax, and I give judgment against the defendants for the sum of \$2,500.00.

I do not think that the plaintiff has established his claim that he was dismissed from his employment from the Northland Navigation Company by reason of the acts of the union and the defendants Clarke and Heinekey even though I strongly suspect that had it not been for the intervention of Clarke that the chief steward would not have recommended the dismissal of the plaintiff.

There will be a declaration that the plaintiff was a member in good standing of the defendant union at the time of the issuance of the writ.

The plaintiff will be entitled to costs against the union and the defendants Clarke and Heinekey.

I make no order of costs in favour of the defendant Cunningham because he was defended by the same solicitor and counsel as defended the union and he was also named in the representative action as one of the representatives of the union.

Vancouver, B.C.
December 30, 1960.

(Signed) "H. Allan Maclean J."

SCHEDULE 41

NATIONAL SHIPPING RULES

As published in the *Canadian Sailor* on July 6, 1959

1. The Union Hall shall be open from 8:30 a.m. to 5:00 p.m., Monday through Friday, and from 8:30 a.m. to 12:00 noon on Saturday.
2. Copy of the Shipping Rules shall be posted on the Notice Board at all Union offices.
3. All shipping cards and dispatch slips shall be printed and serially numbered by Headquarters.
4. Each Branch shall keep an accurate record of men registered and shipped and a report shall be sent to Headquarters every week.
5. All men must register to ship, and all jobs must be filled through the Hiring Hall.
6. All Books and Probationers must be paid up-to-date in order to register.
7. To register to ship a man shall have all his papers in order (that is, his I.D. Card, Seaman's Card or Passport, Discharge Book, Vaccination Book, Unemployment Book, etc., etc.).
8. Before giving a shipping card for a rating, the Dispatcher must satisfy himself that the man has the necessary qualifications for the rating he wants to register in.
9. A man shall register in one rating only but when no ratings are available for the job call, a man with the required qualifications may throw in for the job.
10. A man can register and hold a shipping card for one port only. Should he decide to leave that port he must notify the Dispatcher and hand in his shipping card.
11. When registered, a man shall receive a numbered shipping card and duplicate of same shall be posted on the registration board.
12. Shipping shall be on a rotary basis. That is, the man with the lowest numbered shipping card shall have the preference for the job. Bookholder shall supersede a Probationer at all times.
13. Calls for Deep-Sea shall be at 10:00 a.m. and 3:00 p.m. daily, Monday through Friday, and at 10:00 a.m. on Saturday. Calls for Lakes shall be every hour on the hour, on the same days. Where calls for jobs have to be made outside the above hours, they shall be posted on the shipping board as OPEN calls.
14. A Probationer must not refuse a job.

15. A member can't refuse more than 3 ships. If he does not sail on the third he shall lose his original shipping card and must re-register.
16. Any member over 3 months in arrears in dues or assessments, but not more than 6 months, after approval by the membership, shall take the first job assigned to him by the Dispatcher.
17. When dispatched to a job, a man shall be given a serially numbered dispatching slip, in two parts, one to be given to the Head of the Department, the other one to be given to the Ship's Delegate.
18. A man dispatched to a job must report to the ship or the Company's office immediately. If not accepted, he must return to the Hall or phone the Dispatcher to that effect.
19. No man under the influence of liquor shall be admitted to the Hall, nor shall he report on board the ship or Company's office under the influence of liquor after having been dispatched to a job.
20. When a man has to leave his ship owing to illness or injury and goes under medical care, he shall, upon discharge from the hospital, or having been pronounced fit for duty, report to the Union Hall immediately and receive a shipping card dated prior to his hospitalization providing he can show a doctor's certificate with full details of his illness and that such hospitalization was not over 30 days. A man who has been hospitalized over 30 days shall, after showing proper proof, receive a shipping card dated 30 days prior to his discharge from the hospital.
21. A man hospitalized or under medical care over 30 days shall be exempt from paying Union dues for the duration of his illness, providing he can show a doctor's certificate with full details of his illness.
22. In the event of any change in foreign or Canadian immigration laws, or in any case when the welfare of the Union is concerned, the Secretary-Treasurer shall have the authority to alter or modify these rules. However, such change shall be acted on at the next regular meeting.
23. No man shall accept a promotion on a contracted vessel in a port where the Union can supply replacements.
24. All members and Probationers registered to ship must attend the regular Bi-Monthly Meetings.
 - (a) A member having a valid excuse may be excused from the meeting by having a request in writing in the hands of the Dispatcher before the meeting.
 - (b) The excuse shall be read at the meeting and the meeting will decide whether or not the excuse shall be accepted.
 - (c) Members or Probationers who do not attend the regular meeting and are not excused in accordance with the above, will lose their place on the shipping board and must re-register.

SCHEDULE 42A

SAMPLE OF D.N.S. REPORT FORM

PORT OF

DATE

SUGGESTED FOR "DO NOT SHIP" LIST

NAME

(Surname)

(Christian names in full)

RATING

BOOK OR PERMIT NUMBER

NAME OF VESSEL ON WHICH LAST SHIPPED

REASON FOR SUGGESTING THIS MAN BE PLACED ON THE "DO NOT SHIP" LIST.
(GIVE DETAILS).

SGD.

SCHEDULE 42B

SAMPLE OF R.O.C. REPORT FORM

PORT OF

DATE

REPORT OF CHARGES

NAME
(Surname) (Christian names in full)

RATING

BOOK OR PERMIT NUMBER

NAME OF VESSEL ON WHICH LAST SHIPPED

REASON

SGD.

SCHEDULE 43

SAMPLE OF R.O.C. CARD

Name:	<div style="display: flex; justify-content: space-around;"> (Surname) (Christian Names) </div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">BOOK NO.</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">PROB. NO.</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">I. D. NO.</div>
Rating:	<div style="display: flex; justify-content: space-between;"> Vessel on which last shipped: </div>	
Reasons:		

Name:
No:

SCHEDULE 44

ABSTRACTS FROM D.N.S. AND R.O.C. FILES AT THE S.I.U. HEADQUARTERS IN MONTREAL

Aasting, Leo Paul	D.N.S., May 28, 1957, H.C.B., Mtl.
Acreman, R.	Vancouver, Nov. 12, 1959, Viol. Art II, Section 6 of Const.
Adala, Nick	D.N.S., July 9, 1957.
Adair, Tommy	June 22, 1954.
Adams, Connie	Dec. 3, 1957. 99 years.
Re: Nameplate Co.	
Adola, Reino A. (card taken away) Superior Dining Co.	June 12, 1961—Scabbing.
Aker, Walter Vladimir	Jan. 2, 1958. 99 years.
Alarie, Donald J.	Aug. 3, 1959. voted C.B.R.T. Vancouver meeting.
Alexander, Robert	Oct. 6, 1959—Suspended 1 year at meeting F.W.—Note by H.C.B. postpone to next spring.
Alger, R.	Nov. 9, 1959. C.B.R.T.
Allan, Mathew F.	July 21, 1959. Expelled for support N.A.M.E., Vancouver meeting.
Allen, Charlie (Nameplate)	D.N.S., Feb. 27, 1958.
Allen, Horace	May 12, 1958—99 years. Scab.
Ally, Beatrice	"Not to be shipped under any circumstances." Reasons: H.C.B., Mtl., July 29, 1953, on "S.S. Kingdoc".
Ambeau, G. E.	Nov. 9, 1959. C.B.R.T.
Amyotte, Leo Paul	"D.N.S., May 16, 1957." "Violated hiring clause in contract."
Anderson, Douglas Linton	Nov. 9, 1959. C.B.R.T.
Anderson, Halmer	Id.
Andersen, Henning	April 16, 1955.
Andersen, Lloyd	D.N.S. March 3, 1958.
Andoney, Nestor	March 9, 1950. "Constant agitator", "Anti— S.I.U."
Andrews, Douglas	Nov. 16, 1959. Viol. art. II, Sec. 6 of Const.

- Andrew, Eric John
 Antonsen, E.
 Arbour, R. F.
 Arens, Kurt
 Armour, D.
 Armour, James Gordon
 Armstrong, Beverley
 Armstrong, John
 (Nameplate Co.)
 Arnevig, Harold
 Arsenaault, Fred. J.
 Artemis, Iraklis
 Asselin, John Lionel
 Asselin, Lionel
 Asserlind, H. E.
 Attwood, G.
 Auger, G.
 Baceda, F.
 Backus, Robert
 Badgley, Albert
 Baer, Max Ed.
 Baggio, C.
 (Non-member)
 Baird, Albert Weldon
 Baird, Roy Bernard
 Baker, John Roderick
- Nov. 25, 1959. Id.
 Nov. 9, 1959. C.B.R.T.
 Sept. 18, 1956. "Refused to sign des. card during
 organizing C.P.R. (Great Lakes) 99 years.
 "Not to be shipped under any circumstances."
 Reasons: H.C.B., Mtl., July 22, 1953.
 Nov. 12, 1959. Viol. art. II—Sec. 6 of Const.
 May 24, 1951.
 "Not to be shipped under any circumstances."
 H.C.B., Mtl., July 22, 1953.
 D.N.S. Dec. 3, 1957.
 Nov. 9, 1959. Viol. art. II, Sec. 6 of Const.
 Nov. 25, 1959. Id.
 "D.N.S. Failure to fulfill Union obligations." No
 date but after 1957.
 "D.N.S. May 16, 1957. Violated hiring clause in
 contract.
 Sept. 18, 1956. "Refused to sign des. card during
 organizing of C.P.R. (Great Lakes) 99 years.
 April 21, 1953. "Not to be pulled off present job,
 however, keep a close eye on him, as he is
 anti-S.I.U. and signs every phony petition he
 sees.
 Id.
 Nov. 11, 1953. Scabbed aboard "S.S. Andros
 Venture". H.C.B.
 Nov. 12, 1959. Art. II, Sec. 6.
 Nov. 29, 1959. Id.
 "Anti-S.I.U. activities." H.C.B., July 8, 1952.
 Oct. 24, 1959, C.B.R.T.
 Sept. 18, 1956. Refused to sign des. card during
 C.P.R. organizing. 99 years.
 May 2, 1955. "Did not remain aboard ship 30
 days until T.B.P. was paid for. Not to be
 shipped again."
 D.N.S. July 11, 1957. Failure to fulfill Union
 obligations.
 "Not to be shipped until trial. Has been a foul-up
 since in Union."

Balga, Joseph	May 12, 1958. Marine Operators (Scab). 99 years.
Barnes, Roland	March 26, 1957. 99 years.
Barrie, Pholly	June 10, 1959. 99 years. Arrears and statement.
Bates, Edward	D.N.S. Failure to fulfill Union obligations (after 1957).
Bath, David	D.N.S. April 5, 1958. (Nameplate) 99 years.
Bartlett, R.	June 12, 1961—Scabbing.
Batterley, George	Vancouver, B.C., May 17, 1957. H. C. Banks. Imperial Oil. Anti-Union.
Beauchette, Jean Paul	Montreal, Oct. 12, 1951. H.C.B., "Oka Sand Tug Glenora".
Beaulieu, Ludovica	Montreal, October 12, 1951. H.C.B. "Oka Sand Glenarnock".
Beauregard, Joseph	Montreal, October 12, 1951. H.C.B. "Oka Sand Glenealy".
Beauregard, Lorenzo	Nov. 16, 1959—Art. II, Sec. 6.
Beckstead, Ronald	D.N.S. Failure to fulfill Union obligations (after 1957).
Belanger, Gilberte	Causing trouble on several ships. June 21, 1957. D.N.S.
Belanger, Joseph	Mtl., Oct. 12, 1951. H.C.B., Oka Sand.
Belcher, Lorne	Sept. 18, 1956. During recent vote by L.R.B., only 23/46 members voted for S.I.U. Not to be shipped on any contracted vessel.
Belcourt, Ray	D.N.S. Feb. 27, 1958 (Nameplate)
Belfield, Ernest W.	Oct. 24, 1959. CBRT.
Belfry, Ronald	As Belcher (above).
Bell, Ronald	Sept. 18, 1956.—As Belcher.
Benteau, Bertram	As per trial committee of Feb. 6, 1962.
Benteau, Leonard	Aug. 31, 1959. C.B.R.T. activities.
Barow, Harold	June 18, 1962. C.B.R.T. member (West coast).
Bernier, V.	Scabbed aboard "Andros Venture", Nov. 11, 1953.
Berriault, Howard S.	Scabbing on "Assiniboia", Feb. 24, 1959.
Berry, Allison Roudi	Nov. 9, 1959. Voted C.B.R.T. Vancouver Tug Boat Co. Also organizer.
Berthiaume, Raymond	Mtl. Oct. 12, 1951, H.C.B.—Oka Sand.
Bissonnette, Robert	"D.N.S. May 10, 1957—Owes Union \$250.00 as a result of misuse of Union's auto while employed by Union in Quebec."

Blake Harold	Oct. 24, 1959. C.B.R.T.
Blizzard, Aubrey	H.C.B. Mtl., Feb. 2, 1954.
Boast, Ernie	D.N.S. (Nameplate Co.) Feb. 27, 1958.
Boast, Frank	Id.
Bobroske, L.	Art. II, Sec. 6—Nov. 12, 1959.
Bogart, F. W.	Art. II, Sec. 6—Nov. 25, 1959.
Boissant, Paul (N/M)	July 19, 1961—Scabbed on "Northern Venture".
Bone, Allan	Nov. 9, 1959—C.B.R.T.
Bonhard, Paul (N/M)	Sept. 6, 1960. Did not vote for licensed Div. when vote taken at Quebec, July 16, 1960.
Boudreau, Alcide	D.N.S. Violated hiring clause of contract May 24, 1957.
Bongios, Neil (N/M)	Scabbing on "Keewatin" (C.P.R. Great Lakes).
Brown, Peter	Nov. 9, 1959—C.B.R.T.
Brown, Roy	D.N.S. Sept. 10, 1957. Failure to fulfill Union obligations.
Bryan, C. G.	Nov. 12, 1959. Art. II, Sec. 6.
Buchanan, John	Oct. 24, 1959—C.B.R.T.
Bugg, Joe	Feb. 27, 1958. (Nameplate).
Bugg, Nelson	Id.
Burgess, Peter	H.C.B. Mtl. Feb. 2, 1954.
Burke, Bernard P.	Nov. 9, 1959—C.B.R.T.
Burnett, Thomas	June 12, 1960. Organizer C.B.R.T.
Butineau, Gerlad	Dec. 3, 1957. Nameplate Co.
Butineau, Wilfred	Id.
Butt, George	Oct. 24, 1959. C.B.R.T.
Cadeau, G. E. (N/M)	Sept. 18, 1956. Refused to sign des. card during organizing C.P.R. (Great Lakes).
Cadwalder, Cyril	D.N.S. July 23, 1957. Anti-Union minded.
Cafferato, Robert	Nov. 26, 1959. Art. II, Sec. 6.
Cahill, Robert	D.N.S. June 22, 1957. Mainly dispute with Glasgow.
Cameron, Hubert B.	D.N.S. Nov. 18, 1957. M. Sheehan—Failure to stand picket duty.
Campbell, Maurice	D.N.S. Mtl. July 8, 1957. Paid off short 1 month. Refused to pay in cash.
Campbell, Reubel	Nov. 9, 1959. C.B.R.T.
Campbell, Roy M.	D.N.S. Jan. 10, 1958. Took off at pay-off without paying dues.

Cantin, Marcel	Mtl. H.C.B. Oct. 2, 1951. "Must pay for accident to Studebaker."
Cardin, Benoit	Mtl. Oct. 21, 1951 H.C.B. "Oka Sand".
Cardy, Peter	On L.R.B. vote only 23/46 voted S.I.U. Not to be shipped on any contracted vessel. Sept. 18, 1956.
Carefoot, Melvin	Scabbed on S.I.U. Imperial Oil strike Oct. 1, 1958.
Carmel, Claude	Sept. 20, 1961. Organizing for C.M.U.-C.B.R.T.
Carroll, Norman J.	Failed to show for picket duty. Anti-Union attitude.
Carscadden, Jack	Sept. 18, 1956. (As Cardy, above.)
Carter, Frank	D.N.S. Feb. 27, 1958 (Nameplate Co.)
Carter, Robert Ross	(After 1957) "D.N.S. Failure to fulfill Union obligations."
Cascagnette, Alfred	March 28, 1957. Castigating Union Official.
Cascagnette, Clifford	99 years (Nameplate).
Casselman, Archie	July 20, 1953. "Anti-S.I.U. activities."
Cassidy, Leonard	Nov. 11, 1959. Art. II, Sec. 6.
Castle, Douglas L.	Nov. 16, 1959. Id.
Chaikosky, George	July 23, 1953. H.C.B. D.N.S. under any circumstances.
Champagne, J. B.	July 20, 1953. Anti-S.I.U. activities.
Champagne, Paul Yvon	Mtl. Oct. 12, 1951. H.C.B. "Oka Sand".
Chapadeau, J. Laurent	D.N.S. Sept. 9, 1957. Re: letter sent to H.Q. Aug. 28, 1957.
Chapman, Darcy	Dec. 3, 1957. (Nameplate Co.)
Chapman, Elsie May	D.N.S. 9/57. Dispute with official
Chapman, Herb	D.N.S. Feb. 27, 1958. (Nameplate).
Chapman, Larry	Id.
Chartrand, Robert	D.N.S. Sept. 5, 1957. Capt. removed for Union activities—he decided to go with him. (Bad Union material).
Chase, Robert	D.N.S. Sept. 10, 1957. Failure to fulfill Union obligations.
Chase, William D.	Marine Operators (Scab) 99 years.
Chevrette, Fred	D.N.S. Feb. 27, 1958. Nameplate.
Chisholm, James	H.C.B. Mtl. July 8, 1952. Anti-S.I.U.
Chisholm, Roderick	H.C.B. Mtl. July 8, 1952. Anti-S.I.U.
Chubb, W. R.	Nov. 9, 1959. C.B.R.T.
Clark, John	D.N.S. July 12, 1957. Failure to fulfill Union obligations.

Clarke, Norm	D.N.S. Feb. 27, 1958. (Nameplate).
Cleary, John	Organizing for C.B.R.T. Sept. 28, 1961.
Clarke, Russ	(Nameplate).
Clement, Joseph A.	D.N.S. March 17, 1958.
Cleveland, Elmer	D.N.S. Oct. 31, 1957.
Cleveland, R.	Nov. 9, 1959. C.B.R.T.
Coleman, A.	Nov. 30, 1959. Art. II, Sec. 6.
Coligan, Roger	D.N.S. Nov. 8, 1957. Scabbing on tug "Cornett", and running down Union.
Cooke, J. (N/M)	Dec. 22, 1960. Scabbed on "Westriver".
Cook, Vincent	H.C.B. July 22, 1953. Not to be shipped under any circumstances.
Cook, Walton Larry	D.N.S. July 24, 1957. Sending himself phony telegram.
Cooke, Melvin N.	C.B.R.T. Nov. 9, 1959.
Coombs, Kenneth	Art. II, Sec. 6, Nov. 11, 1959.
Cooper, Russel V.	Art. II, Sec. 6, Nov. 11, 1959.
Corbier, Allen	"Keewatin" L.R.B. vote 23/46. Not to be shipped on any contracted vessel. Sept. 18, 1956.
Cota, Thomas F.	D.N.S. Failure to fulfill Union obligations (after 1957).
Cote, Rodrigue	March 4, 1957. Refused to resign during Marine Industries Transfer.
Coupland, Lawrence	Marine Operators (Scab). 99 years Club May 12, 1958.
Cousineau, Rose Colomba	May 28, 1958. Failure to fulfill Union obligations.
Cowan, Russell	Mtl. 12/57. D.N.S. Failure to fulfill Union obligations.
Cox, Don	D.N.S. Dec. 27, 1957. Arrears, also distributing commie paper at rally.
Crain, David	Expelled July 29, 1959 for picketing for N.A.M.E. vs. S.I.U.
Cranney, Thomas	Nov. 16, 1959. Art. II, Sec. 6.
Crawley, Douglas	L.R.B. votes 23/46 on "Assiniboia".
Creighton, Graeme A.	Art. II, Sec. 6.
Creighton, William	D.N.S. Oct. 22, 1957. Failure to fulfill Union obligations.
Crimmins, Tim	Oct. 19, 1959. C.B.R.T. activities.
Crouter, Harold	Nov. 25, 1959. Art. II, Sec. 6.

Cruise, Dalton	D.N.S. Failure to live up to Union obligations.
Cunningham, Kenneth A.	May 24, 1954. Was on vessel when S.I.U. lost vote for certification.
Curry, Morris	(Nameplate).
Cussin, Maurice	H.Q. Sept. 23, 1959. Failure to fulfill Union obligation.
Demarais, R.	D.N.S. Recommendations Headquarters Trial Committee report of June 21, 1961.
Dalziel, V.	D.N.S. Glasgow, Feb. 27, 1958. Scabbing Nameplate.
Daneau, N.	D.N.S. Sept. 5, 1957. Left ship with Captain.
Daniels, N.	D.N.S. Glasgow, Feb. 27, 1958. Scabbing Nameplate.
D'Aoust, J.	D.N.S. Glasgow, Feb. 27, 1958. Scabbing Nameplate.
Daunais, R.	D.N.S. Pepin. April 23, 1958. Scab 99 years. John Kennedy.
Davey, N.	D.N.S. Clark. Nov. 12, 1959. Viol. Art. II, Sec. 6.
Davidson, D. A.	C.B.R.T. & G.W.
Davidson, J. R.	Making remarks detrimental to the Union and its Officials.
Davies, R.	D.N.S. Gagne. May 12, 1958. Scab 99 years. Marine Operators.
Davies, H.	D.N.S. Heinekey. Sept. 23, 1955. 99 years. Chinook.
Davis, J.	D.N.S. Heinekey. Nov. 25, 1959. Viol. Art. II, Sec. 6.
Davis, T. B.	D.N.S. Clarke, Nov. 12, 1959. Viol. Art. II, Sec. 6.
Davyduke, W.	D.N.S. Cunningham, Nov. 16, 1959. Viol. Art. II, Sec. 6.
Dawes, I. J.	D.N.S. Clarke, Nov. 12, 1959. Viol. Art. II, Sec. 6.
Dean, A. E.	D.N.S. Heinekey, Nov. 25, 1959. Viol. Art. II, Sec. 6.
Dean, N.	Did not vote S.I.U. Shamanski. Sept. 19, 1951. Texaco Chief.
Decaise, L.	D.N.S. May 12, 1958. Gagne. Great Lakes Dredge and Dock.
Deladurantaye, L.	D.N.S. Sept. 10, 1957. Failure to fulfill Union obligations.

Delaurairs, M.	D.N.S. Oct. 12, 1951. Aid and comfort to dual org. and Oka Sand Tug.
Delisle, J.	D.N.S. July 12, 1953. Deely. Anti-S.I.U. activities. Glenova.
Delorme, P.	D.N.S. Glasgow. Feb. 27, 1958. Nameplate.
Der, W. H.	D.N.S. Royce. Sept. 18, 1956. Refused to sign des. card.
Derby, J. T.	D.N.S. Heinekey. Nov. 11, 1959. Viol. Art. II, Sec. 6.
Derepentigny, G.	D.N.S. May 22, 1957. Failure to fulfill Union obligations.
Desjardins, B.	D.N.S. Banks. Feb. 16, 1950. Disruption and non-union practices. (Eastwater).
Demarais, P.	D.N.S. Nov. 5, 1957. Failure to fulfill union obligations.
Desroches, J.	D.N.S. Glasgow. Feb. 27, 1958. Scabbing Nameplate.
Desroches, R.	D.N.S. Glasgow. Feb. 27, 1958. Scabbing Nameplate.
Deveau, L.	D.N.S. Shamanski. Sept. 19, 1951. Did not vote S.I.U. (Texaco Warrior).
Dignard, J.	D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U. (Assiniboia).
Dignard, R.	D.N.S. Royce. Feb. 24, 1959. Scabbing on Keewatin.
Dionne, L.	D.N.S. Deeley, July 20, 1953. Anti-S.I.U. activities.
Diraddo, G.	D.N.S. Failure to fulfill Union obligations. (S.S. Westcliffe Hall).
Diner, G.	D.N.S. Glasgow. Feb. 27, 1958. Nameplate.
Dixon, C.	D.N.S. Shamanski. Sept. 19, 1951. Did not vote S.I.U. (Texaco Warrior)
Dixon, R. J.	Report of Charge. Oct. 24, 1959. C.B.R.T.
Dollemore, D.	D.N.S. Heinekey, Nov. 25, 1959. Viol. Art. II, Sec. 6.
Donald, J.	D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
Dong, W. B.	D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
Donlyk, G.	D.N.S. Glasgow. June 12, 1961. Scabbing Superior Dining Co.

- Dawson, W. D.N.S. Doucet, Aug. 20, 1959. Scabbing (Tripe Cape).
- Drapeau, P. D.N.S. Doucet. Aug. 17, 1959. Scabbed the Sexton Kent.
- Drapeau, R. D.N.S. May 27, 1957. Failure to live up to union obligations.
- Dronfield, W. D.N.S. Apr. 30, 1956. Book picked up for illegal strike aboard Shaughnessy.
- Dube, P. D.N.S. Held secret anti-S.I.U. meeting aboard "Canadian Conqueror".
- Dumont, M. P. D.N.S. Baxter. March 24, 1958. Attempted to bribe dispatcher for promotion to chief cook.
- Duncan, D. D.N.S. Glasgow. Feb. 27, 1958. Scabbing Nameplate.
- Dunlop, W. D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
- Dunseath, W. D.N.S. April 18, 1956. Illegal strike on "Shaughnessy".
- Duperron, G. D.N.S. Swait. March 20, 1957. Refused to re-sign.
- Dupuis, A. P. D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
- Dupuis, E. D.N.S. Gagne. May 12, 1958. Marine Operators. 99 years.
- Duval, P. D.N.S. Desjardins, June 19, 1957. Violated hiring clause.
- Dyer, S. D.N.S. Failure to fulfill union obligations.
- Ebbitt, G. D.N.S. Heinekey, Nov. 9, 1959. C.B.R.T.
- Edens, M. D.N.S. May 24, 1951. Was on vessel Victoria Tug Company when we lost vote of certification. Vote was 10 to 3 against us. If he was one of 3 who for us, we can review his case when he appears at one of our halls. 17 others also listed on these jobs when we had a beef on our hands.
- Edwards, N. D.N.S. Royce, Sept. 18, 1956. Refused to sign des. card during organizing of C.P.R. Claims membership in C.M.S.G. Co-signer of phony petition against S.I.U. 99 years.
- Edwards, R. D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
- Eiklor, J. T. D.N.S. Heinekey. Nov. 19, 1959. Viol. Art. II, Sec. 6.
- Eiser, A. D.N.S. Hardiman. Oct. 12, 1960. Paid off leaving ship go short-handed. Threw copies of *Canadian Sailor* overboard as they were cluttering up the mess.

Ellery, M.	D.N.S. Glasgow. Dec. 3, 1957. Nameplate.
Elliott, A.	D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
Elliott, W.	D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
Ellis, D.	D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
Emerson, D.	D.N.S. April 18, 1956. Illegal strike on "Shaughnessy".
Emery, J. Y.	D.N.S. July 25, 1957. Failure to fulfill union obligations.
Engrant, J.	D.N.S. Southern. Feb. 20, 1956. Had no time for the S.I.U. and its officials.
Evanchiew, W.	D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
Fairley, G.	D.N.S. Heinekey. Oct. 24, 1959. C.B.R.T.?
Ferrue, G.	D.N.S. Heinekey. Nov. 19, 1959. Viol. Art. II, Sec. 6.
Farrow, P.	D.N.S. Royce, Sept. 18, 1956. Co-signed phony petition against S.I.U. (Keewatin).
Faulkeham, Ed.	D.N.S. Bernier. Feb. 6, 1956. Claimed he was forced to join union. Desires not to.
Faulkes, R. R.	D.N.S. Heinekey. Nov. 25, 1959. Viol. Art. II, Sec. 6.
Feeney, G.	D.N.S. Heinekey, Nov. 9, 1959. C.B.R.T.
Fell, E.	D.N.S. Sept. 10, 1957. Told others he would not support a strike. 99 years.
Ferguson, J.	D.N.S. Heinekey. Nov. 11, 1959. Viol. Art. II, Sec. 6.
Ferguson, K.	D.N.S. Baxter. Aug. 26, 1958. Failed to fulfill union obligations.
Filion, F. K.	D.N.S. Gagne. May 12, 1958. Marine Operators.
Finkbeiner, H.	D.N.S. Desjardins. June 19, 1957. Failure to fulfill union obligations.
Fleming, D. A.	D.N.S. Royce. Feb. 24, 1959. Scabbing on "Assiniboia".
Foote, R.	D.N.S. Shamanski. Sept. 19, 1951. Did not vote S.I.U. (Texaco Chief).
Ford, J.	D.N.S. Glasgow, Feb. 17, 1958. Nameplate.
Forrister, J.	D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.

- Fortier, R. D.N.S. Sheehan. Aug. 31, 1953. Mr. Banks told this man to get off vessel for violation of shipping rules, he refused and insisted on a month's pay.
- Fortin, F. E. D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
- Foss, S. D.N.S. Gagne. May 12, 1958. Marine Operators.
- Foster, C. D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
- Fornier, J. D.N.S. Banks. Nov. 11, 1953. Scabbed aboard the "Andros Venture".
- Fournier, M. D.N.S. Turcotte. Feb. 20, 1958. Was working against us while we were organizing Marine Industries. Was the rat we pulled off in Montreal just after strike. Scabbed all along. 99 years. (A. R. Dufresne).
- Fraser, W. D.N.S. May 17, 1957. Violated hiring clause.
- Fransden, K. D.N.S. Glasgow, Feb. 27, 1958. Nameplate.
- Frechette, P. J. D.N.S. Baxter. April 28, 1955. Anti-S.I.U. "Farandac".
- Fry, H. D.N.S. Desjardins. March 17, 1958. M. V. "Andros Fortune".
- Gagin, G. M. D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
- Gagnon, K. D.N.S. Desjardins. Sept. 6, 1960. Anti-S.I.U.
- Gammon, H. D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
- Gammon, W. D.N.S. Heinekey. Nov. 9, 1959. C.B.R.T.
- Gard, A. D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
- Gardecke, V. D.N.S. Banks. April 17, 1952. Anti-S.I.U.
- Gardenal, D. D.N.S. Royce. Sept. 18, 1956. Refused to sign des. card, claims he doesn't have to belong to a union.
- Gardy, P. D.N.S. Royce. Feb. 24, 1959. Scabbing on "Assiniboia".
- Garrett, A. D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
- Gartner, K. D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
- Gates, G. Letter of man involved Feb. 28, 1950. Anti-S.I.U. Threatened to ship through companies.
- Gaulton, R. D.N.S. Sheehan. Aug. 5, 1952. Anti-S.I.U.

Geisbrecht, L.	D.N.S. Heinekey. Nov. 9, 1959. Viol. Art. II, Sec. 6.
Genereaux, M.	D.N.S. Turcotte, May 10, 1957. Anti-S.I.U.
Gerwain, D.	D.N.S. Banks. Feb. 2, 1954. "Mountainside".
Gerriss, D. G.	D.N.S. Heinekey. Nov. 19, 1959. Viol. Art. II, Sec. 6.
Gibbs, J.	D.N.S. Banks. Deeley's Vancouver Report Feb. 28, 1950. Disturber and agitator. Call to H.Q. May 27, 1950. Threatened to go to court.
Gibeault, I.	D.N.S. Banks. July 7, 1952. Anti-S.I.U.
Gibson, K.	D.N.S. Heinekey. Nov. 9, 1959. C.B.R.T.
Gibson, W.	D.N.S. April 18, 1956. Illegal strike on "Shaughnessy".
Giffin, D.	D.N.S. May 16, 1957. Failure to fulfill union obligations.
Gilbert, G.	D.N.S. Glasgow. May 19, 1955. Scabbed "Niagara".
Giles, A. G.	D.N.S. Royce. Feb. 24, 1959. Scabbed "Keewatin".
Gillis, A.	D.N.S. Heinekey. Nov. 9, 1959. C.B.R.T.
Gilmore, W.	D.N.S. Desjardins. June 25, 1957. Failure to fulfill union obligations.
Glanville, L.	D.N.S. Heinekey. Nov. 25, 1959. Viol. Art. II, Sec. 6.
Glass, F.	D.N.S. Deeley. Aug. 5, 1953. Not to be shipped under any circumstances. Dues dodger.
Gleeson, P.	D.N.S. Aug. 18, 1956. Illegal strike on "Shaughnessy".
Gaestyen, A. R.	D.N.S. Skog. Feb. 19, 1957. Anti-S.I.U.
Goneau, B.	D.N.S. Glasgow, Dec. 3, 1957. Nameplate.
Good, R. L.	D.N.S. May 1957. Failure to fulfill union obligations.
Goodburn, G.	D.N.S. Feb. 27, 1958. Glasgow. Nameplate.
Gordon, C.	D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
Gordon, C.	D.N.S. Glasgow. Dec. 3, 1957. Nameplate.
Grace, M.	D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
Graeber, W.	D.N.S. Glasgow. Feb. 27, 1958. Nameplate.
Graham, D.	D.N.S. Banks. July 8, 1952. Anti-S.I.U.
Grais, L. D.	D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.

Grauter, B. H.	D.N.S. Cunningham, Nov. 16, 1959. Viol. Art. II, Sec. 6.
Gravel, A.	D.N.S. Desjardins. Oct. 22, 1957. Failure to fulfill union obligations.
Gray, A.	D.N.S. Glasgow. Dec. 3, 1957. Nameplate.
Green, D. L.	D.N.S. Nov. 27, 1957. Failure to fulfill union obligations.
Green, G.	D.N.S. Banks. May 21, 1951. Suspected commie.
Green, W.	D.N.S. Aug. 20, 1957. Failure to fulfill union obligations.
Green, W.	D.N.S. Heinekey. Nov. 9, 1959. C.B.R.T.
Gregory-Allin, G. L.	D.N.S. Deeley. May 24, 1951. Did not vote S.I.U.
Grenier, L.	D.N.S. Deeley, July 20, 1953. Anti-S.I.U.
Greul, C.	D.N.S. Heinekey. Oct. 24, 1959. C.B.R.T.
Grey, E.	D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
Griffiths, L. J.	D.N.S. Heinekey. Nov. 9, 1959. Viol. Art. II, Sec. 6.
Groves, D.	D.N.S. Royce. Sept. 18, 1956. Refused to sign des. card.
Gschwender, F.	D.N.S. Clarke. Nov. 11, 1959. Viol. Art. II, Sec. 6.
Guglielmo, Z.	D.N.S. Gagne. May 12, 1958. Great Lakes Dredge and Dock (Scab) 99 years club.
Guichard, G.	D.N.S. Banks. Oct. 2, 1953. Anti-S.I.U.
Guitar, G.	D.N.S. Davidson, Jan. 16, 1959. Would not hand in his card and sign designation slip.
Guy, R. C.	D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
Hall, W.	D.N.S. Desjardins. July 8, 1957. Dual Organization.
Hakanen, W.	D.N.S. Banks. July 22, 1953. Not to be shipped under any circumstances. ("James B. Eads").
Hamilton, A.	D.N.S. Cunningham. Nov. 16, 1959. Viol. Art II, Sec. 6.
Hammond, R.	D.N.S. Heinekey. Nov. 11, 1959. Viol. Art. II, Sec. 6.
Hannaway, W.	D.N.S. June 12, 1960. "Tyee Sheel" voted C.B.R.T.
Hansen, L.	D.N.S. Glasgow, July 7, 1958. Was hired by Misener to scab out the JEF Misener.

Hansen, V.	D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
Hansen, I. G.	D.N.S. Cunningham. Nov. 27, 1959. Viol. Art. II, Sec. 6.
Harper, J. L.	D.N.S. Heinekey, Nov. 9, 1959. Viol. Art. II, Sec. 6.
Harris, J. P.	D.N.S. Clarke. Nov. 11, 1959. Viol. Art. II, Sec. 6.
Harrison, J.	D.N.S. Deschenes, May 2, 1960. This man paid off his ship without waiting for a replacement. He said he was going to work ashore. This man had just joined the union 99 years.
Hart, D.	D.N.S. May 1, 1956. Refused to recognize S.I.U.
Haswell, J.	D.N.S. Glasgow, April 5, 1958. Nameplate.
Hassell, B.	D.N.S. Glasgow. Feb. 27, 1958.
Hayward, B.	D.N.S. Heinekey. Nov. 9, 1959. Voted C.B.R.T.
Heath, K.	D.N.S. Glasgow. May 20, 1955. Scabbed "S.S. Niagara".
Heels, R.	D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
Heglin, H.	D.N.S. Clarke, Nov. 12, 1959. Viol. Art II, Sec. 6.
Heighton, O.	D.N.S. Deeley. July 10, 1953. Not to be shipped under any circumstances.
Heller, G. C.	D.N.S. Deeley. May 24, 1951. Did not vote S.I.U.
Henderson, D.	D.N.S. Glasgow. Feb. 27, 1958. Nameplate.
Henderson, G.	D.N.S. Sept. 10, 1957. Failure to fulfill union obligations.
Henderson, R. J.	D.N.S. Heinekey. Nov. 19, 1959. Viol. Art. II, Sec. 6.
Henery, C.	D.N.S. Glasgow. Feb. 27, 1958. Nameplate.
Hepburn, G.	D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
Herridge, A.	D.N.S. Swaite. June 9, 1955. Came into the Hall drunk and demanded a job. After he had been thrown out twice, he came back and threw his permit on the desk and used abusive language.
Hewitt, E. P.	D.N.S. Banks. Feb. 2, 1954.
Higgs, W.	D.N.S. Glasgow. Feb. 27, 1958. Nameplate.
Higgs, R.	D.N.S. Glasgow. Feb. 27, 1958. Nameplate.

- Higgs, G. D.N.S. Heinekey. Oct. 24, 1959. C.B.R.T. Organizer.
- Higgs, J. D.N.S. Heinekey. Oct. 24, 1959. C.B.R.T.
- Higgs, K. D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
- Higney, L. D.N.S. Glasgow. May 19, 1955. Scabbed "S.S. Niagara".
- Hill, R. G. D.N.S. Glasgow. July 7, 1958. Was hired by Misener to scab the JEF Misener.
- Hineman, R. D.N.S. Hardiman. Sept. 21, 1960. This man shipped off the dock, but being unable to get a member to replace him allowed him to remain aboard. Then an oiler was to get off 3 weeks later and the chief was going to promote him. When I put a stop to this by despatching an oiler from the hall, he paid off because he couldn't get the job, leaving the ship go short-handed. Therefore, I suggest this man is not worthy of membership in this union, and he be placed on the ROC 99 years.
- Klug, J. D.N.S. Glasgow. Feb. 27, 1958. Nameplate.
- Hoard, D. D.N.S. Gagne. Aug. 6, 1959. Not fulfilling union obligations.
- Hoffman, J. S. D.N.S. Deeley. April 21, 1953. Not to be pulled off present job. However, keep a close eye on him as he is anti-S.I.U. and signs any phony petition that he sees. (MANY OTHERS).
- Hogg, J. D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
- Holford, C. A. D.N.S. Deeley. April 21, 1953. Not to be pulled off etc.
- Holland, P. J. D.N.S. Shamanski. June 25, 1952. Misrepresentation to the membership while an official of this union. Keeping office hours in the Tavern instead of the proper place. Raffling off Rum on board ships. Refused to turn over Union passes when fired. Intimidating membership with D.N.S. Recommend this man for 99 year club. Threatened to go to paper with statements about S.I.U. Threatened to disorganize Government ships on the east coast as if he could, he couldn't ever organize them.
- Holmstrom, D. W. D.N.S. Heinekey. Nov. 9, 1959. Voted C.B.R.T.

- Hood, D. D.N.S. Deeley, May 24, 1951. Did not vote S.I.U.
- Horne, W. D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
- Hatlots, Mrs. A. D.N.S. Nov. 1, 1957. Failure to fulfill union obligations.
- Howell, D. D.N.S. April 27, 1962. This member to disaffiliate himself altogether for S.I.U. of Canada. Told members in general around local pubs that as far as he was concerned the C.M.U. will give him a beter deal.
- Houlden, G. D.N.S. Royce. Sept. 18, 1956. Refused to sign des. card.
- Howard, S. E. D.N.S. Banks. July 8, 1952. Anti-S.I.U.
- Hoyrup, P. D.N.S. Clarke, Nov. 11, 1959. Viol. Art. II, Sec. 6.
- Hudson, D. D.N.S. Glasgow. Dec. 3, 1957. Nameplate.
- Hullmann, H. D.N.S. Skog. July 19, 1958. Did not report to hall when the strike began. When he finally reported to hall, he did not report for picket duty, but went over to the coffee bar and had sandwich and coffee. He told the cook that he had forgotten his meal card at home, the cook sent him over to the despatch counter where he started to get lippy with the strike chairman and W. French who threw him out of the building. He has not been back since. Not to be shipped any where.
- Hughs, K. D.N.S. Royce. Sept. 18, 1956. Refused to sign des. card.
- Hume, E. D.N.S. Clarke. Nov. 11, 1959. Viol. Art. II, Sec. 6.
- Humphrey, L. M. D.N.S. April 23, 1962. Scabbed Upper Lakes (James Norris) C.M.U. fink.
- Hurley, M. D.N.S. Royce. March 23, 1959. Scabbing on tug "Chais M".
- Hurst, C. D.N.S. Gagne. May 12, 1958. Marine Operators.
- Hurst, L. D.N.S. Gagne. May 12, 1958. Marine Operators.
- Hucham, W. D.N.S. Heinekey. Nov. 9, 1959. Viol. Art. II, Sec. 6.
- Hyndman, J. D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.

- Hynes, L. D.N.S. Banks. March 17, 1952. One of 8 men DNS'd in connection with threatening Captain of the "Rockside" for purposes of dismissing bosun Morris.
- Ichikawa, G. D.N.S. Glasgow. June 12, 1961. Scabbing.
- Ichikawa, R. D.N.S. Glasgow. June 12, 1961. Scabbing.
- Iliff, H. D.N.S. Cardullo Philadelphia Penn. Feb. 27, 1952. This man shipped as saloon mess aboard our LOUIS EMERY out of New York and missed same 10 days later after hard timing some of our union men with supper militancy pulling his book and the same rights as our younger book men that didn't know better. This character also claims buddy-buddy relations with several of our headquarters representatives as he was shipped out as our bookman. During his stay on this ship, he bought breadbaskets etc., for the saloon out of his own money. When patrolman picked his book he went to Capt. Minor, port Captain for Victoria Carriers and asked him to put pressure on S.I.U. to get his book back. Suggest D.N.S. for this man.
- Imlach, E. D.N.S. Cunningham. March 14, 1953. Anti-S.I.U.
- Irwin, M. E. D.N.S. July, 1957. Failure to fulfill union obligations.
- Isdahl, K. D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
- Jackson, J. W. D.N.S. Shamanski. Sept. 16, 1952. Jumped ship in New York. Showed up in Montreal gassed up. He castigated Banks and said he didn't agree with the way things were being run, D.N.S. was foolish thing to have. Had to be put out of the Hall bodily.
- Jackson, R. D.N.S. Errington, June 21, 1950. Refused to pay arrears on permit, claims we have no records and when he wants to sail again he will simply join out of another hall.
- Jacobs, A. D.N.S. Sauve. 1951. Performance on vessel not to be employed under any circumstances on our vessel. 99 years.
- Jacobson, W. K. D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.

Jacques, C. E.	D.N.S. Gagne. May 12, 1958. Marine Operators.
James, C. J.	D.N.S. May 28, 1957. Failure to fulfill union obligations.
James, D. A.	D.N.S. Heinekey. Oct. 5, 1959. Voted C.B.R.T.
James, K. M.	D.N.S. Banks. July 8, 1952. Anti-S.I.U.
Jay, W.	D.N.S. Glasgow. June 12, 1961. Scabbing.
Jenning, C.	D.N.S. Glasgow. May 19, 1955. Scabbed "S.S. Niagara".
Jenney, M.	D.N.S. Holden, June 12, 1960. Known commie, voted C.B.R.T.
Jensen, B.	D.N.S. Gagne. May 12, 1958. Marine Operators.
Jensen, S.	D.N.S. Heinekey. Nov. 9, 1959. Voted C.B.R.T.
Jerome, K.	D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
Jerois, D.	D.N.S. Glasgow. May 22, 1957. Undesirable.
Johannsen, P.	D.N.S. Gagne. May 12, 1958. Scab. 99 years.
Johannsen, P. Jr.	D.N.S. Gagne. May 12, 1958. Scab. 99 years.
Johnson, S.	D.N.S. Royce, Sept. 18, 1956. Did not vote S.I.U.
Johnston, D. G.	D.N.S. Gagne. May 6, 1958. Failure to fulfill union obligations.
Jones, J.	D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
Jorgensen, G.	D.N.S. Heinekey, Nov. 9, 1959. C.B.R.T.
Joseph, C.	D.N.S. Desjardins. Oct. 22, 1957. Failure to fulfill union obligations.
Juneau, J. T.	D.N.S. Royce. Sept. 18, 1956. Refused to sign des. Card.
Kamann, H.	D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
Kennedy, J. H.	D.N.S. Heinekey. Nov. 19, 1959. Viol. Art. II, Sec. 6.
Keracher, D. A.	D.N.S. Desjardins. Oct. 29, 1959. C.B.R.T.
Kerridge, D.	D.N.S. Heinekey, Nov. 9, 1959. Voted C.B.R.T.
Kilbridge, J. E.	D.N.S. Desjardins. Oct. 29, 1959. C.B.R.T. activities. Red hot.
Kimmerly, J. G.	D.N.S. Failure to fulfill union obligations.
King, G.	D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
Kinney, R. E.	D.N.S. Deeley. May 24, 1951. Did not vote S.I.U.
Kirkconnell, H.	D.N.S. May, 1957. Violated hiring clause.

- Klauer, R. D.N.S. Holden, June 12, 1960. Voted C.B.R.T. on "Tyee Shell".
- Klee, W. D.N.S. Holden, June 12, 1960. Voted C.B.R.T. on "Tyee Shell".
- Knight, J. D.N.S. July 22, 1953. Banks. Not to be shipped under any circumstances.
- L'Abbe, Lucien Arrears, also charges before court (Ont) in 1952. From record, no charges were retained.
- Lachance, Roger Dick Deeley, Mtl. July 20, 1953. Anti-S.I.U. activities.
- Ladac, G. Bulletin No. 10, Dec. 9, 1949. Anti-S.I.U. Reported G.S. to police. Def. H.G. Pro-McMasters H.C.B.
- Lafferte, Romeo D.N.S. Nov. 18, 1957. M. Sheehan. Failure to stand picket duty.
- Lafleche, Paul Mtl. Aug. 28, 1956. H.C.B. Mailing letter to H.Q. that he will contact Dept. of Labour about his beef.
- Lafond, Candide Mtl. Oct. 12, 1951. H.C.B.
- Lafortune, Thomas Vancouver, Nov. 9, 1959. Voted C.B.R.T. Vanc. Tug Boat Co. Ltd.
- Lafrance, Guy D.N.S. Sept. 5, 1957. Captain from that ship removed for Union activities. This guy decided to go with him. Ship: "Transinland".
- Lagadin, A. July 7, 1958. The above hired by Misener to scab out the JEF Misener.
- Lainesse, Jean Guy D.N.S. Mtl. July 3, 1957. R. Desjardins. "Paid his brother to obtain a permit."
- Lamarche, Real "R.O.C." May 12, 1958. The old P. Gagne Marine Operators (Scab) 99 years club.
- Lamontagne, P. (1st mate) "R.O.C. R. Doucet. Aug. 20, 1959. After the crew of the Irvingwood walked off the ship in Mtl. for Union recognition, this man scabbed her out at Quebec City. After the ship had sailed out of Mtl. with just the Capt. and 2 engineers and a cook aboard."
- Lamothe, Jacques R. Doucet, March 23, 1960. Arrears, and offered 100.00 if I could fix him and his friend up on the same ship. "Bad Union material, to add his name on the 90 year club."
- Lamy, Jeannette Dick Deeley. July 20, 1963. Anti-S.I.U. activities.

- Landry, Edward J. "D.N.S." (half erased.) August 12, 1957. Persistently trying to come into the Hall in an intoxicated condition. Gas hound with a big mouth.
- Langdale, Robert Nov. 19, 1959. Voted C.B.R.T. Vancouver Tug Boat Co.
- Langlois, Guy (as P. Lamontagne).
- Lanktree, Wilbert June 12, 1961. Bill Glasgow. Last shipped: "Superior Diving Co." Scabbing.
- Larcquer, G. W. Bill Glasgow. July 7, 1958. Hired by Misener to scab out the JEF Misener.
- Laroque, Lucien R.O.C. May 12, 1958. P. Gagne. Marine Operators (Scab) 99 years club.
- Latondresse, Bill D.N.S. B. Glasgow. Feb. 27, 1958. (Nameplate Co.)
- Laurin, Ed. John Feb. 24, 1959. Scabbing on above ship. (C.P.R. Great Lakes.)
- Laurin, Hermand Feb. 24, 1959. Scabbing on above ship. (C.P.R. Great Lakes.)
- Lavoie, Gerald May 7, 1958. Wm. Baxter, R.O.C. Failure to fulfill Union obligations. (Joined April 24, 1958.)
- Lawlor, Luis John "J. A. Hunter. Vancouver, April 15, 1959. This head-case came into H.Q. drunk. Put out twice, urinated against the building. Police arrived and charged him as a Public Nuisance. No credit to the S.I.U."
- Lawlor, T. F. Sept. 18, 1956. J. Royce. Refused to sign des. card during organizing of C.P.R. (Great Lakes). Co-signer of phony petition against S.I.U. 99 years.
- Laycock Ft. W. Sept. 11, 1950, L. S. McLaughlin. Attempted to mass action and sway crew against paying Union dues and arrears. Were encouraged by Capt. "S.S. Helen Hindman".
- Lea, Herbert D.N.S. May 22, 1957. On permit T.B.P. failure to fulfill Union obligations. (Joined March 25, 1957).
- Leblanc, Jean Paul J. L. Turcotte, Quebec. Aug. 6, 1957. "Suggest that he be on D.N.S. as a pest and nuisance."

- LeBus, Irwin L. Deeley. Vanc. May 24, 1951. "Was on vessel of Victoria Tug Co. when we lost vote for certification. Vote 10-3 against us. If he voted for us, we can review his case when he appears at one of our halls. 17 others also listed on these charges due to men quitting and leaving these jobs when we had a beef on our hands.
- LeClair, Buck F. W. Feb. 24, 1959. "Scabbing on above ship (C.P.R. G. Lakes). Ex-member.
- Lee, Tom D.N.S. Bill Glasgow. Feb. 27, 1958. Nameplate.
- Lefebvre, Jacques "H.C.B. Nov. 30, 1955. Has heart condition." (Deck hand.)
- Lefebvre, Maurice D.N.S. Mtl. Nov. 5, 1957. Failure to fulfill union obligations.
- Lafrancais, Gerald M. Sheehan. Nov. 18, 1957. "D.N.S. Failure to stand picket duty."
- Legacy, Armel D.N.S. May 21, 1957. "Violated hiring clause in contract."
- Lemaire, Albert D.N.S. March 6, 1958. J. A. Hunter. Mtl. "Came into hall under influence of liquor. Became insulting and abusive. I then slung the bum out."
- Lenarcic, H. Vanc. Nov. 12, 1959. Viol. Art. II, Sec. 6 of Const.
- Lesage, Anson Shamanski. Sept. 19, 1951. Mtl. Did not vote S.I.U.
- Lepine, Aime D.N.S. Mtl. June 20, 1957. Failure to fulfill union obligations.
- Lesperance, Oliver Feb. 27, 1958. (Nameplate) D.N.S.
- Letellier, Marcel "Dredge Fleur de lys". July 12, 1961. R. Doucet. Org. Book. "When McNamara took over the Dredge on July 1, 1961, this guy gave a hard time to the patrolman and called this Union all kinds of names."
- Levack, Hector R.O.C. May 12, 1958. P. Gagne. Marine Operators (Scab) 99 years club.
- Levasseur, Claude March 12, 1954. "This man was not aboard for voting. Missed ship deliberately to avoid it."
- Lever, Edwin F. Vancouver, C.B.R.T. Nov. 9, 1959.
- Lilja, Leonard D.N.S. May 16, 1957. Violated hiring clause in contract.

Lim, Him	Sept. 18, 1956. Refused to sign des. card during organizing of C.P.R. (G. Lakes). Not to be shipped on any contracted vessel." (Non-member)
Lofthouse, John	"Texaco Chief". Shamanski. Mtl. Sept. 19, 1951. Did not vote S.I.U.
Longphee, Edmund E.	Vanc. Nov. 16, 1959. Viol. Art. II, Sec. 6 of Const.
Lord, Robert	Vanc. Nov. 25, 1959. Viol. Art. II, Sec. 6 of Const.
Losier, Jerry Jos.	"Brazilian Prince". (No date). "Illegally having D.N.S. list in his possession, and failing to return it immediately to H.Q."
Loughlin, Eneas	D.N.S. (Half-erased). May 21, 1957. On T.B.P. permit—failure to fulfill Union obligations.
Lum, Bark Yee	"Keewatin", Refused to sign Des. card during organizing C.P.R. (G. Lakes). Not to be shipped on any contracted vessel. Sept. 18, 1956.
Luff, Hans	D.N.S. Mtl. Nov. 1, 1957. Failure to fulfill union obligations.
Lussier, Raymond	March 11, 1957. "Marine Industries Ltd." Refused to resign.
Lynch, A.	H.C.B. July 13, 1950. C.S.U. agitator, Anti-S.I.U.
Lynn, Albert	Nov. 16, 1959. Viol. Art. II, Sec. 6.
Lyttle, T.	Nov. 12, 1959. Viol. Art. II, Sec. 6.
Madeo, Jean	R.O.C. Nov. 11, 1958. B. Glasgow. Scabbed on Husky 120—99 years.
Magana, R. S.	H.C.B. June 1, 1950. On D.N.S. for 99 years.
Maher, Robert	D.N.S. Mtl. June 19, 1957. R. Desjardins. Failure to fulfill union obligations.
Malcolm, John L.	June 12, 1961. Superior Diving Co. "Scabbing".
Malizia, Mike	R.O.C. May 12, 1958. P. G. Great Lakes Dredge and Dock. Scab. 99 years.
Mallen, Jim	D.N.S. B. G. Feb. 27, 1958. Nameplate.
Mansfield, Francis H.	Oct. 6, 1950. Threatened to get a lawyer because permit held for investigation. Made anti-S.I.U. remarks.
Mappin, W. A.	Nov. 10, 1955. Vanc. Suspected commie.
Marchant, Ross	Sept. 18, 1956. Vote L.R.B., only 23/46 voted S.I.U. Not to be shipped on any contracted vessel.

Marchildon, Aurel	D.N.S. Feb. 27, 1958. Nameplate.
Marchildon, Bernard	Id.
Marion, Cleo	Id.
Marks, T. W.	Nov. 12, 1959. Viol. Art. II, Sec. 6.
Marr, Russell	D.N.S. May 24, 1957. Failure to fulfill union obligations.
Marsh, J.	Vancouver. Nov. 12, 1959. Viol. Art. II, Sec. 6 of Const.
Marsh, James Owen	C.B.R.T. Oct. 22, 1959.
Martell, Herman	D.N.S. Oct 7, 1957. H.C.B. "Have this man contact Banks in regard to money owed Colonial Steamships."
Martin, Doug	D.N.S. Feb. 27, 1958. Nameplate.
Martin, Oliver	June 12, 1960. Voted C.B.R.T.
Martin, Wilfred	Nov. 9, 1959. Viol. Art. II, Sec. 6 of Const.
Mateff, Howard	Sept. 18, 1956. Refused to sign des. card. C.P.R. (G. Lakes).
Matthews, Clayton	24 May, 1951. Was on Victoria Tug Co. when we lost vote 10/3.
Matthews, George	May 12, 1958. R.O.C. Great Lakes Dredge and Dock. Scab. 99 years.
MacDonald, B.	Nov. 12, 1959. Viol. Art. II, Sec. 6, of Const.
Macdonnell, Andrew	R.O.C. Oct. 24, 1959. C.B.R.T.
MacDougall, Alex L.	H.C.B. Aug. 14, 1953. "Helped to prevent the C.S.U. and one of our affiliate Union members from entering Vickers."
MacGillivray, Everett A.	Nov. 12, 1959. Viol. Art. II, Sec. 6.
MacGillivray, Leo	Nov. 9, 1959. Voted C.B.R.T. Vancouver Tug Boat Co. Ltd.
MacGregor, James	D.N.S. Oct. 22, 1957. Failure to fulfill union obligations.
Mackenzie, Maurice	D.N.S. (after 1957). Failure to fulfill union obligations.
Mackenzie, William John	H.C.B. Mtl. March 27, 1956. "This man was originally taken off the D.N.S. by myself for the purpose of investigating the accusations made against this man by Wm. Glasgow. After thorough investigation, we found that Mackenzie was guilty of false accusations for a union official for selling jobs, therefore, he re-joins the 99 year club." (accepting \$10.00 for a job)

Mackie, James	May 27, 1957. Violated hiring clause in contract.
MacLeod, John	S.S. "James Norris". H.C.B. July 22, 1953. "Not to be shipped under any circumstances."
MacMillan, Cameron J.	R.O.C. Nov. 26, 1958. Failure to fulfill union obligations.
McCullough, Gordon	R.O.C. Oct. 23, 1961. "When approached about his activities, claims he had quit sailing and does not wish to be bothered. Admits having signed C.M.U."
McColgan, James M.	Oct. 5, 1959. "Voted C.B.R.T. Fink."
McCumber, Don	D.N.S. Oct. 22, 1957. Failure to fulfill union obligations.
McCrimmon, Albert D.	Nov. 19, 1959. Viol. Art. II, Sec. 6.
McDonald, Robert H.	Fired for being drunk, after 3 weeks paid off without paying initiation or wanting to fulfill union obligations. Suggest 99 year club, or prove himself on an organizing job. Aug. 25, 1960. R. Deschenes.
McEachnie, George R.	Nov. 11, 1959. Viol. Art. II, Sec. 6.
McEachern, Owen James	Drunk in Hall 3 times; police arrested him for having busted a door. Rene Turcotte H.Q., Oct. 7, 1959.
McFarland, J.	May 29, 1956. "Very anti-S.I.U. Suggest to be placed on 99 year list." Vanc.
McIntaggart, Michael	"Refused to sign des. card during organizing C.P.R. (Gr. Lakes). Does not want to have Union represent him. 99 years." Sept. 18, 1956.
McKibbin, Robert H.	Nov. 9, 1959. Voted C.B.R.T. Vancouver Tug Boat Co.
McKinnon, Owen	Oct. 24, 1959. C.B.R.T. organizer.
MacLellan, John	R.O.C. Aug. 20, 1959. Scabbed Irvingwood out of Quebec City, after crew had walked off the ship for union recognition in Mtl.
McLeod, T.	Oct. 24, 1959. C.B.R.T.
McMann, Jack	Sept. 18, 1956. Refused to sign des. card during organizing C.P.R. (Gr. Lakes). Co-signer of phony petition vs. S.I.U. 99 years.
McManus, Patrick Joseph	1959. "Re Don Swait". "Commie".
McMaster, Jack	Sept. 29, 1959. Do not ship. Membership card picked up at H.Q., Oct. 2, 1959. Rept. by John Clarke.

McMaster, Vernon E.	Jan. 19, 1960. C.B.R.T. Fink. Voted C.B.R.T. at Straits Poll and always talking C.B.R.T. Was fired from Co.
McNally, Lloyd	D.N.S. Failure to fulfill union obligations. May 1957.
McReynolds, Fred	Sept. 18, 1956. Vote L.R.B. 23/46 voted S.I.U. Not to be shipped on any contracted vessel.
McWhirter, T.	D.N.S. Oct. 22, 1957. Failure to fulfill union obligations.
Melanson, Wilfred	H.C.S. Jan. 11, 1960. Was of no help to this union in organizing the Federal Voyageur at Baie Comeau. Probationary card taken away.
Mercer, Wm. Robert	H.C.B. Mtl. July 8, 1952. Anti-S.I.U. activities.
Merko, Jack	(After 1957). Failure to fulfill union obligations.
Message, Herbert A.	Sept. 19, 1951. Did not vote S.I.U. "Texaco Chief".
Meyers, Rudolph	Dec. 16, 1960. P. Gagne. Thorold. Was under the influence of liquor, had argument with Gagne. What he said is unprintable and tear his permit.
Meyr, Anareas	July 30, 1956. Vanc. D. W. O'Reilly. "In with the phonies on the Catala of Union Steamships in the New Year's Beef. Recommend that his book stay in retirement for ever and ever, amen."
Michon, Raymond	July 20, 1953. Anti-S.I.U. activities.
Middleton, Joseph	Nov. 9, 1959. Viol. Art. II, of Sec. 6. It seems he went on being a member and retired in Oct. 1960.
Miljure, Ronald	Address: 406-11th St., Suite No. 4, New Westminster, B.C. \$750.00 to be paid re: lawyers fee. \$625.00 to be repaid re lawyers fee. Nov. 8, 1960. As per Mr. Banks' instructions.
Miller, Art.	D.N.S. Feb. 27, 1958. (Nameplate).
Miller, Donald	Sept. 18, 1956. Vote L.R.B. 23/46 voted S.I.U. Not to be shipped on any contracted vessel.
Miller, Fred Francis	Feb. 24, 1959. Scabbing above Keewatin. C.P.R. (Gr. Lakes). Non-member.
Miller, William	Nov. 9, 1959. Viol. Art. II, Sec. 6.
Miner, Douglas	R.O.C. May 12, 1958. Marine Operators. (Scab) 99 years club.

Mitchell, George	D.N.S. Sept. 11, 1957. Failure to fulfill union obligations.
Miniszek-Tchorznicki, Alex	H.C.B. March 9, 1950. H.C.B. Troublesome at Headquarters. Threatened to sue for pay which he is not entitled.
Mindor, Yvon	May 2, 1952. This man was shooting off his mouth that C.S.U. was better than S.I.U.
Moody, Gordon	"F.W. Sept. 18, 1956." "Assiniboia". L.R.B. vote 23/46. Not to be shipped on any contracted vessel.
Moore, Gordon	March 7, 1957. Mtl. Not to ship. Owes the Union money.
Moore, Richard James	June 9, 1958. Company forced to hire from U.I.C. at Prescott as deckhand replacement. Went ashore and never reported back.
Moore, Paul A.	D.N.S. Oct. 22, 1957. Failure to fulfill union obligations.
Moore, Robert	R.O.C. Dec. 5, 1958. Causing trouble aboard ship under influence of Alcohol. Roger Desjardins.
Moreau, Cliff	D.N.S. Feb. 27, 1958. (Nameplate).
Moreau, Justin	Id.
Moreau, Laurence	Sept. 18, 1956. "During vote by L.R.B., only 23/46 voted S.I.U. Suspected of being a co-signer of phony petition drawn up against S.I.U. Not to be shipped in any contracted vessel. 99 years. John Royce.
Morin, Jean Guy	"Oka Sand Tug Glenora" Mtl. Oct. 12, 1951. H.C.B.
Morin, Joseph	H.C.B. July 22, 1953. Not to be shipped under any circumstances.
Morrisson, Fred	Feb. 27, 1958. D.N.S. (Nameplate).
Moules, Donal	Aug. 17, 1959. Scabbing Irvingwood out of Quebec.
Moxey, John	Nov. 25, 1959. Viol. Art. II, Sec. 6.
Moynihan, Frank	Refused to sign des. card during organizing of C.P.R. (Gr. Lakes). 99 years.
Mudie, Andrew John	D.N.S. May 22, 1957. On T.B.P. permit. Failure to fulfill union obligations.
Mumm, George	May 12, 1958. Scab. Gt. Lakes Dredge and Dock. (Scab) 99 year club.
Murphy, John E.	Oct. 24, 1959. C.B.R.T.

Nadon, Fernand	Sept. 18, 1956. L.R.B. vote, 23/46 members voted S.I.U. Not to be shipped on any contracted vessel. Assiniboia.
Nahance, Frank	Vanc. Nov. 11, 1959. Art. II, Sec. 6.
Nahance, Leslie L.	Oct. 24, 1959. C.B.R.T.
Newton, William	Nov. 16, 1959. Viol. Art. II, Sec. 6.
Nicholas, Harold	Of F. Nadon.
Niskopoules, George	D.N.S. Sept. 4, 1957. "On information from Can. Immigration.
O'Brien, Terrence	1957. Failure to fulfill union obligations.
Omdzik, Michael V.	Nov. 16, 1959. Viol. Art. II, Sec. 6.
Oneskavich, A. P.	"Texaco Chief" Sept. 19, 1951. Did not vote S.I.U.
O'Reilly, James S.	D.N.S. Nov. 8, 1957. Failure to fulfill union obligations.
Organ, J.	D.N.S. July 11, 1957. Re: Canadian Dredge 1957. Passing out company propaganda.
Orton, Lyle G.	Nov. 9, 1959. Viol. Art. II, Sec. 6.
Orton, Lloyd G.	Nov. 11, 1959. Viol. Art. II, Sec. 6.
Ouillette, Denis	Mtl. Sept. 2, 1950. "Castigating Official of Union also calling it down. Stated it was no good and he didn't need the Union.
Palmer, William	2 reports—Nov. 3, 1959—B.G. at F.W. C.B.R.T. activities (Seems to have been taken off then.) Another report: Feb. 23, 1960. "For strongly hinted C.B.R.T. actions, also till he accounts for his accusations pertaining to slandering officials of this union to the effect we were nothing but a dictatorial run outfit and nothing but a bunch of goons and gangsters.
Panton, James Ernest	June 11, 1953. Anti-S.I.U. activities.
Paulhus, Hermas	July 20, 1953. Anti-S.I.U. activities.
Pardy, William	Nov. 9, 1959. Viol. Art. II, Sec. 6.
Pare, Leo	R.O.C. May 12, 1958. Marine Operators Scab. 99 years club. (non-member).
Pare, Louis	R.O.C. May 12, 1958. Marine Operators Scab. 99 years club. (non-member).
Park, Thomas	Nov. 16, 1959. C.B.R.T. activities.
Parker, John	D.N.S. Nov. 29, 1957. "Already in D.N.S. file. Definitely not to ship out again."
Parker, Stanley	Oct. 5, 1959. Voted C.B.R.T. Fink.

Parlement, William	Sept. 18, 1956. "Assiniboia". L.R.B. vote 23/46.
Partington, S.	Nov. 2, 1959. Viol. Art. II, Sec. 6.
Patenaude, Gerard I.	Nov. 6, 1951. "Man given a chance to ship and refused. Came back 2 months later and wanted the same deal. Mr. Banks said to put him on D.N.S.
Patton, Frank	Feb. 27, 1958. Scabbing (Nameplate).
Patton, Len	Id.
Patton, Patrick William	Nov. 9, 1959. Voted C.B.R.T. Vancouver Tug Boat Co.
Paullus, Come	July 20, 1953. Anti-S.I.U. activities.
Pearce, Frederick	D.N.S. May 16, 1957. "On permit T.B.P." Failure to fulfill union obligations.
Peddle, Frank	276 Withrow Ave., Toronto. "This guy, while working on the Derrick 26 for McNamara at 7 Islands, gave his book and his receipt 59061 to another member (Pierre Sausse, 2456), saying he did not like the way S.I.U. was running things, and would not work any more under an S.I.U. contract.
Pendersen, Henry K.	Nov. 16, 1959. Viol Art. II, Sec. 6.
Pelkey, Arnold	H.C.B. Mtl. July 22, 1953. Not to be shipped under any circumstances.
Pelletier, Bill	Feb. 27, 1958. Scabbing (Nameplate).
Pelletier, George J.	Refused to sign des. card during organizing C.P.R. (Gr. Lakes). Sept. 18, 1956.
Pelletier, Marcel	July 20, 1953. Anti-S.I.U. activities.
Penney, Charles Richard	D.N.S. May 16, 1957. Violated hiring clause in contract.
Perceval, Cyril	D.N.S. July 11, 1957. Promoted to mate and popping off anti-S.I.U. since. There is a possibility this guy might try and ship D.H. again, recommend 99 years club for this bum.
Perugini, Amedeo	Wm. Baxter. "23 years of age and members of his family consider him too young to go to sea."
Petit, Alfred	Sept. 4, 1957. D.N.S. Failure to fulfill union obligations.
Petrin, Alexander	"Oka Sand Tug Glenornock". Mtl. Oct. 12, 1951. H.C.B.
Petula, J.	R.O.C. Oct. 24, 1959. C.B.R.T.

Pharoah, John	D.N.S. (After 1957). Failure to fulfill union obligations.
Picard, Jean Pierre	July 7, 1959. A Gamache. "Tried to bribe me with five bucks."
Pickersgill, Michael J.	H.Q. Sept. 21, 1959. Self admitted commie sympathizer. Friend of Cock, Ernest J. and West, David Raymond. Also C.B.R.T. activities.
Pike, William	R.O.C. Quebec City. Ray Doucet. Aug. 17, 1959. "Scabbing Irvinglake out of Quebec City." (non-member?)
Pipke, Paul J.	Nov. 25, 1959. Viol. Art. II, Sec. 6.
Pitts, Arthur	R.O.C. May 12, 1958. Marine Operators. Scab. 99 years.
Plante, Real	"Expelled. Minutes May 24, 1961. H.C.B."
Plitz, Robert	Sept. 18, 1956. J. Royce. L.R.B. vote 23/46. "Assiniboia".
Plumadore, Douglas	May 24, 1957. D.N.S. Failure to fulfill union obligations.
Portras, Noel	Signed des. card while aboard S.S. Donald Sawyer, but rejected book when was issued. Also tried to make the men change their minds about joining S.I.U. July 17, 1954. R. Desj.
Polkey, W.	Nov. 12, 1959. Viol. Art. II, Sec. 6.
Pothier, Antonio	D.N.S. July 19, 1957. Scab during Marine Industries walk out.
Powell, Lee	Ship "Montclair", year? Found guilty of smuggling 1900 cigarettes and also the theft of the Co. property, i.e. one bedspread. This man was accused of working after hours by the other crew members and did not apply for overtime. Non union activities.
Power, P.	Halifax, R. Gralewicz. Oct. 9, 1953. "Anti-S.I.U. Recommended 99 years club."
Prentice, Donald	Refused to sign des. card during organizing C.P.R. (Gr. Lakes), Sept. 18, 1956.
Prieur, Yvon	R.O.C. May 12, 1958. Maritime Operators (Scab) 99 year club.
Provost, Wilfred	Oka Sand Tug Glenealy. Mtl. Oct. 12, 1951. H.C.B.
Przybella, Karl	Scabbed out of the "Irvingdale". July 26, 1955.

Puddicombe, Roger	Mtl. June 19, 1957. D.N.S. Violated hiring clause in contract.
Pyykomen, Richard	D.N.S. Failure to fulfill union obligations.
Quellet, Raymond	Oka Sand "Tug Glenora" Mtl. Oct. 12, 1951. H.C.B.
Quesnelle, Regis	Sept. 18, 1956. L.R.B. vote 23/46 for S.I.U.
Quesnelle, Walter	D.N.S. (Nameplate).
Quon, Sung Chee	Refused to sign des. card during organizing C.P.R. (Gr. Lakes) Sept. 18, 1956.
Rammage, D.	Sept. 19, 1951. Did not vote S.I.U.
Ramesbottom, D.	D.N.S. Violated hiring clause in contract. (June 6, 1957). Bill Glasgow.
Ranto, Henry, O.	D.N.S. June 21, 1957. Violated hiring clause in contract.
Rasmussen, P.	Vanc. Nov. 12, 1959. Viol. Art. II, Sec. 6.
Redmill, William	R.O.C. May 12, 1958. Marine Operators (Scab) 99 year club.
Reekie, G.	Nov. 9, 1959. Viol. Art. II, Sec. 6.
Rebel, Roseil	D.N.S. May 1957. Failure to fulfill union obligations. May 29, 1957.
Reid, Neil	D.N.S. May 16, 1957. "On permit to T.B.P. Failure to fulfill union obligations."
Reilly, Howard G.	D.N.S. Sept. 9, 1957. Failure to fulfill union obligations.
Reitz, Gertrude	D.N.S. July 2, 1957. Failure to fulfill union obligations.
Renaud, Kenneth	R.O.C. May 12, 1958. Marine Operators. 99 year (Scab).
Renaud, Nelson	Id.
Rezansoff, Frederick	Viol. Art. II, Sec. 6, Nov. 16, 1959.
Richard, Gerard	"S. S. James B. Eades" H.C.B. July 22, 1953. Not to be shipped under any circumstances.
Richard, James	R.O.C. May 12, 1958. Gt. Lakes Dredge and Dock (Scab) 99 year.
Richards, Benjamin	May 17, 1957. H.C.B. Imperial Oil. Anti-Union.
Richardson, Clayton	May 29, 1957. D.N.S. Failure to fulfill union obligations.
Richardson, Elizabeth	Sept. 18, 1956. Refused to sign des. card re: C.P.R. (Gt. Lakes) organizer. 99 years. (non-m).
Richardson, Harry A.	Nov. 12, 1959. Viol. Art. II, Sec. 6.

- Riel, Andre Oka Sand Tug Glenealy. Mtl. Oct. 12, 1951. H.C.B.
- Rinaldi, Germano Nov. 16, 1955. 23 years of age and members of his family consider him too young to go to sea. W. Baxter.
- Ring, Donald Illegal strike on Shaughnessy at Parry Sound. Mtl. April 18, 1956.
- Ringel, Fred D.N.S. Mtl. June 25, 1957. Failure to fulfill union obligations.
- Rinzema, P. Nov. 25, 1959. Viol. Art. II, Sec. 6.
- Rittershofer, Bill Feb. 27, 1958. B.G. (Nameplate). Scabbing.
- Rivett, Robert Nov. 16, 1959. Viol. Art. II. Sec. 6.
- Robert, Paul R. D.N.S. June 19, 1957. Violated hiring clause in contract.
- Robichaud, L. Nov. 12, 1959. Viol. Art. II, Sec. 6.
- Robillard, Gilden D.N.S. B.G. Feb. 27, 1958. Nameplate. Scabbing.
- Robinson, James H. D.N.S. Failure to fulfill union obligations. 1957.
- Robson, Thomas S. H.C.B. July 8, 1952. Anti-S.I.U. activities.
- Rolston, Fred May 24, 1951. Crew member on vessel operated by Victoria Tug Co. Vote was 10/3 vs. us. This man was one of three who voted for us. We can review his case when he appears at one of our halls.
- Romack, Joe H.C.B. May 17, 1957. "Imperial Oil. Anti-Union."
- Roman, Eddy May 12, 1958. Gt. Lakes. Dredge and Dock (Scab) 99 year club.
- Rose, Clifford May 12, 1958. Marine Operators. (Scab) 99 years.
- Rose, Sonny H.C.B. Jan. 28, 1960
"Was of no help in organizing the Federal Voyageur at Baie Comeau."
- Rose, William May 12, 1958. McQueen at Windsor (Scab). 99 year.
- Ross, David Oct. 24, 1959. C.B.R.T.
- Roux, Real Oct. 12, 1951. Oka Sand tug Glenarnock. H.C.B.
- Rowe, Gordon D.N.S. June 19, 1957. Failure to fulfill union obligations.
- Roy, Jean-Noel Oka Sand. Mtl. Oct. 12, 1951, H.C.B.
- Rushton, Carlo D.N.S. May 16, 1957. On permits T.B.P. Failure to fulfill union obligations.

Ryan, Gerald	Nov. 19, 1959. Viol. Art. II, Sec. 6.
Rylands, Douglas O.	D.N.S. June 20, 1957. Failure to fulfill union obligations.
St. Amand, Edward	Feb. 24, 1959. Scabbing on Keewatin (C.P.R. Gt. Lakes).
St. Laurent, J. P.	D.N.S. Sept. 5, 1957. Capt. removed for Union activities (Transinland). This guy decided to go with him. (Bad union material.)
Sage, Ross F.	D.N.S. Failure to fulfill union obligations. 1957.
Sager, John	H.C.B. May 17, 1957. Vanc. Imperial Oil. Anti-Union (non-member it seems?)
Sallows, Charles	D.N.S. B.G. Feb. 27, 1958. (Nameplate).
Sallows, Fred	Id.
Sampson, Gordon J.	D.N.S. June 6, 1957. Failure to fulfill union obligations, also has not paid any dues. (This part was crossed with pencil.)
Sampson, James	H.C.B. Mtl. July 8, 1952. Anti-S.I.U. activities.
Sandeen, Herman F.	Nov. 19, 1959. Viol. Art. II, Sec. 6.
Sangster, Karl	Refused to sign des. card during organizing C.P.R. (Gr. Lakes). Sept. 18, 1956 (non-member).
Sargent, Gordon	May 12, 1958. Marine Operators (Scab) 99 years.
Saucey, Guy Charles	Aug. 5, 1957. J. L. Turcotte. Quebec. Paid off before paid dues and initiation. Had an argument with Turcotte—"Another of those superior Frenchmen." Suggest 99 years—D.N.S."
Savage, George	Nov. 12, 1959. Viol. Art. II, Sec. 6.
Sawyer, Ray	May 12, 1958. P.G. Gt. Lakes Dredge and Dock (Scab) 99 years.
Scannell, Tom	H.C.B. Aug. 7, 1950. Made charges against dispatcher and was intending to prove same. Also refused to say who started rumor in regards to irregular acts of dispatcher although he admitted he knew who it was.
Schulz, Richard B.	Nov. 25, 1959. Viol. Art. II, Sec. 6.
Schwillinski, Helmut	M. Boyczum. Mtl. April 29, 1954. "Information that his background very bad and known to be Red agitator in Europe prior to coming to Canada."

Scordas, George	M. Boyczum. Feb. 1, 1954. Member of Labour Progressive (Communist) Party. "Marine Section".
Scott, Charles	Lloyd Wannitt, Thorold. Aug. 3, 1954. "May be a Commie."
Scott, Erskin	O'Reilly. Vanc. Feb. 17, 1956. Suspected commie.
Scott, Warren	Nov. 9, 1959. Voted C.B.R.T. Vanc. Tug Boat Co. (R.H.)
See, Wilson Charles	D.N.S. Nov. 5, 1957 Failure to fulfill union obligations.
Semande, Alfred	R.O.C. May 12, 1958. P.G. Marine Operators (Scab) 99 years.
Seviour, David M.	H.C.B. Nov. 11, 1953. Guilty of having Richardson arrested in Prescott, Ont.
Shamanski, Gordon	H.C.B. Mtl. Anti-S.I.U. disruption. Removed May 8, 1951. (H.C.B. Mtl. Feb. 2, 1954).
Shaw, Lloyd	R.O.C. May 12, 1958. P.G. Marine Operators (Scab) 99 years.
Shaw, Tom	Id.
Shearer, Ian Colin	June 26, 1957. R. Skog. Vanc. Missed watch. 99 years.
Shearer, Kenneth	Mtl. Sept. 7, 1956. R.D. Causing disturbances in Mtl. Hall.
Shelly, William	Shamanski. Mtl. Sept. 19, 1951. Did not vote S.I.U.
Sheperd, Leo	May 1959. Active in attempt to org. Picket line on H.Q. H.C.B.
Sheriden, Jack	D.N.S. B.G. Feb. 27, 1958. (Nameplate).
Sherlock, Clarence C.	Oct. 24, 1959. C.B.R.T. R.H. Vanc.
Shouldice, Lorne W.	D.N.S. July 25, 1957. Failure to fulfill union obligations.
Shuker, Alfred	Nov. 11, 1959. Viol. Art. II, Sec. 6.
Siddal, Thomas	Vanc. May 17, 1957. H.C.B. Imperial Oil. Anti-Union.
Silcott, Donald	H.C.B. Mtl. July 8, 1952. Anti-S.I.U. activities.
Simmons, R. T.	Nov. 25, 1959. Viol. Art. II, Sec. 6.
Simoneau, Francois	D.N.S. March 6, 1958. R. Turcotte. Trial Cttee April 1, 1958. Running down the union.
Simoneau, Gerard	D.N.S. March 6, 1958. R. Turcotte. Trial Cttee April 1, 1958. Running down the union.

- Simpson, James Vanc. May 17, 1957. H.C.B. Imperial Oil. Anti-Union.
- Sinasac, Wayne R.O.C. May 12, 1958. P.G. "Marine Operators (Scab)."
- Size, Walter Shamanski. Sept. 19, 1951. Did not vote S.I.U.
- Skulstad, George May 17, 1957. H.C.B. Imperial Oil. Anti-Union.
- Slaniski, Richard D.N.S. B.G. Feb. 27, 1958. (Nameplate).
- Smirnow, Alex "S.S. Chetticamp". M. Sheehan. Oct. 28, 1950.
 "Took a promotion after being warned not to.
 Is a D.P. Inter. Nov. 21, 1950. H.C.B. Called
 at H.Q. again April 2, 1951. Nothing we can
 do for him. H.C.B."
- Smith, Burley Nov. 9, 1959. C.B.R.T. Vanc.
- Smith, D. J. D.N.S. E.C. Thompson. Vanc. Dec. 13, 1957.
 Running down Union.
- Smith, Jean Paul D.N.S. Mtl. June 21, 1957. Failure to fulfill
 union obligations.
- Smith, Raymond B. D.N.S. May 16, 1957. Failure to fulfill union
 obligations.
- Smith, William Vanc. Nov. 19, 1959. R. H. Viol. Art. II, Sec. 6.
- Smolskis, Peter M. Boyczum, Mtl. March 2, 1954. "Entered
 S.I.U. Hall in Mtl. with Anti-S.I.U. leaflets.
 Possibly a Commie. *See confidential file No.*
0061. Information received from Mrs. Jamie-
 son, who was there at the time—these files
 are not at the S.I.U. any more. They never
 had access to them. Boyczum would keep them
 in a confidential drawer of his own and she
 believes that Boyczum would have taken them
 with him. It would seem that it contained in-
 formation he got from his father and from
 R.C.M.P.
- Smythe, David Vanc. May 17, 1957. H.C.B. Imperial Oil. Anti-
 Union.
- Solomon, George "Anti-S.I.U. and agitator and not to be shipped
 on Paterson ships. H.C.B."
- Somerville, Dell B. Oct. 24, 1959. C.B.R.T.
- Sorokopud, William D.N.S. Mtl. July 8, 1957. Failure to fulfill union
 obligations.
- Sorrell, Gow R.O.C. May 12, 1958. P.G. Gt. Lakes Dredge
 and Dock. (Scab).

- Soucie, Douglas R.O.C. May 12, 1958. P. G. Marine Operators. (Scab).
- South, Yvette Mtl. 6 Dec. 1956. R. Desjardins. H.C.B. (2nd cook on Lachinedoc). "Desjardins declares not to remember the reason for this case."
- Sparrow, John (non-member) H.C.B. Mtl. Aug. 3, 1955. "For article in *Flash* of Aug. 6, 1955."
- Strachan, Robert B. Nov. 25, 1959. Viol. Art. II, Sec. 6.
- Startford, R. Nov. 12, 1959. Viol. Art. II, Sec. 6.
- Storey, David Oct. 16, 1961. Don Swait. Organizing for C.M.U. & C.B.R.T.
- Stroth, Johannes D.N.S. 1957 (?) Failure to fulfill union obligations. May 1957.
- Strong, Herold D.N.S. 1957 (?) Failure to fulfill union obligations.
- Struble, Ebehard Nov. 11, 1959. Viol. Art. II, Sec. 6.
- Sutkowski, John Oct. 5, 1959. Vanc. R.H. Voted C.B.R.T. Fink.
- Swaile, Ami Sept. 18, 1956. Refused to sign des. card re: C.P.R. (Gr. Lakes). Man was cause of S.I.U. not being certified with C.P.R.
- Sureile, Kenneth F.W.J. Royce. Sept. 18, 1956, L.R.B. vote 23/46 "Keewatin".
- Swain, J. Nov. 12, 1959. J. Clarke. Viol. Art. II, Sec. 6.
- Swan, Donald Nov. 16, 1961. Organizing for C.M.U.
- Swift, Harry Viol. Art. II, Sec. 6, Nov. 9, 1959.
- Swyck, David W. Vanc. Nov. 20, 1956. R.H. "I received a letter from U.I. stating that this guy had put in a claim and gave reason he quit was "Left the job because I had been out of the Union 8 months and didn't want to pay another \$77.00" When he took the job, he was told he would have to rejoin the Union.
- Symons, Robert D.N.S. May, 1957. Failure to fulfill union obligations.
- Sylvestre, Bernard Refund \$5.00. Refused to rejoin. 99 year club. Mtl. March 8, 1957. P.G.
- Tappan, J. D. D.N.S. Banks. July 8, 1952. Anti-S.I.U.
- Taylor, M. M. D.N.S. Heinekey. Nov. 9, 1959. Voted C.B.R.T.
- Taylor, W. D.N.S. April 18, 1956. Illegal strike on "Shaughnessy".
- Teague, B. D.N.S. Heinekey. Voted C.B.R.T.

- Teichman, E. D.N.S. Banks. July 7, 1952. Anti-S.I.U.
- Tessier, F. D.N.S. Gagne. May 12, 1958. Marine Operators.
- Thayer, T. D.N.S. Glasgow. Feb. 27, 1958. Nameplate.
- Thomas, K. D.N.S. Heinekey. Nov. 7, 1958. Scabbing.
- Thompson, C. D.N.S. Clarke. Nov. 12, 1959. Viol. of Art. II, Sec. 6.
- Thompson, G. D.N.S. Glasgow. Feb. 27, 1958. Nameplate.
- Thompson, J. D.N.S. Scott, Sheehan & Gagne. Oct. 13, 1954. Jumped Sheehan and expresses his views against the S.I.U. loudly and frequently.
- Thow, I. F. D.N.S. Deeley, May 24, 1962. Did not vote S.I.U.
- Tibbo, G. D.N.S. Sheehan. Nov. 23, 1953. Scabbed.
- Tidy, L. R. D.N.S. Heinekey. Nov. 9, 1959. C.B.R.T.
- Tinney, P. D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
- Tone, G. D.N.S. Banks. May 17, 1957. Imperial Oil. Anti-Union.
- Tors, J. D.N.S. Holden. Nov. 30, 1959. Viol. Art. II, Sec. 6.
- Tough, A. D.N.S. Taylor. June 27, 1949. C.S.U. Infiltration possible commie. Burglarized Banks' house.
- Trembly, H. D.N.S. Shamanski. Sept. 19, 1951. Did not vote S.I.U.
- Trembly, P. D.N.S. Banks. D.N.S. for good causing disturbance for good.
- Urfanovitch, F. D.N.S. Deeley. Feb. 14, 1950. When told he could not get on same ship as two other members, he blew off, threatened to sue union. Also when told he could not go to the meeting, he said he was not a Commie but was going to join the party and put articles blasting the S.I.U. in the Canadian Tribune etc. Claims that he is going to find out how much Banks and I got for cutting the Manning scale on the ships.
- Urick, H. D.N.S. Shamanski. Sept. 19, 1951. Did not vote S.I.U.
- Vaillancourt, W. J. D.N.S. Royce. Sept. 18, 1956. Refused to sign desig. card.
- Vallieres, L. D.N.S. Report of Charges—Quebec—Doucet. Aug. 8, 1959. That on Aug. 8, 1959, Louis Valliere interfered while organizing Mate of

- the Licensed Division in Port Alfred, Que. and while he was running down the Sec. Treas., H. C. Banks of the S.I.U. in a public place, he made the following statement: That Banks was going too far with all his crazy ideas and will lose everything, and to back his argument he used the S.I.U. organizing drive on the St. Lawrence Seaway, he further said that Banks was spending all the Union money for his house at Pt. Claire. When proved contrary to him, he hit Ray Doucet with his fist.
- Van Der Veen, J. D.N.S. Heinekey. Nov. 9, 1959. Voted C.B.R.T.
- Van Thiel, W. D.N.S. Heinekey Nov. 9, 1959. Viol. Art. II, Sec. 6.
- Valendre, S. D.N.S. Nov. 1, 1957. Failed to fulfill union obligations.
- Varreault, J. D.N.S. Desjardins. Sept. 6, 1960. Did not sign S.I.U.
- Varreault, L. D.N.S. Sheehan, Nov. 23, 1953. Scabbed the "Chiticamp".
- Verville, A. D.N.S. Deeley. July 20, 1953. Anti-S.I.U.
- Vickers, L. D.N.S. July 21, 1952. Interference in galley.
- Vollers, H. D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
- Vosper, F. D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
- Wagner, F. D.N.S. Sheehan. Nov. 18, 1957. Failed to stand picket duty.
- Walker, J. T. D.N.S. Swait. Nov. 21, 1959. Scabbed the "Irvingwood".
- Walker, J. D.N.S. Royce. Sept. 18, 1956. Did not vote S.I.U.
- Ward, W. D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
- Waterman, G. D.N.S. Cunningham. Nov. 16, 1959. Viol. Art. II, Sec. 6.
- Watson, J. D.N.S. Deeley. May 24, 1951. Did not vote S.I.U.
- Ways, C. D.N.S. Southern. July 4, 1957. Thrown out of hall.
- Weaver, H. D.N.S. Heinekey. Nov. 9, 1959. Viol. Art. II, Sec. 6.

Webb, G.	D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
Weller, A. J.	D.N.S. Heinekey. Nov. 25, 1959. Viol. Art. II, Sec. 6.
Welling, F. S.	D.N.S. Shamanski. May 11, 1951. Recommended for D.N.S. by Banks for going into Hall drunk.
Weston, R. I.	D.N.S. Heinekey. Oct. 24, 1959. C.B.R.T.
White, C.	D.N.S. Desjardins. Jan. 7, 1958. Sending threatening letters.
White, T.	D.N.S. Desjardins. Jan. 7, 1958. Sending threatening letters.
White, H. W.	D.N.S. Banks. July 7, 1952. Anti-S.I.U. activities.
White, R.	D.N.S. Shamanski. Sept. 19, 1951. Did not vote S.I.U.
Whynot,	D.N.S. Shamanski. Sept. 19, 1951. Did not vote S.I.U.
Wiersbitsky, B.	D.N.S. Voted C.B.R.T.
Wilkie, K.	D.N.S. Heinekey. Nov. 9, 1959. Voted C.B.R.T.
Williams, H. E.	D.N.S. Heinekey. Nov. 9, 1959. Viol. Art. II, Sec. 6.
Williamson, R.	D.N.S. Heinekey. Nov. 9, 1959. Viol. Art. II, Sec. 6.
Willis, L.	D.N.S. Gagne, May 12, 1958. Marine Operators.
Wilson, G.	D.N.S. Heinekey. Nov. 9, 1959. Viol. Art. II, Sec. 6.
Wilson, R. L.	D.N.S. Heinekey. Oct. 24, 1959. C.B.R.T. "Sea-wave".
Wilson, R.	D.N.S. Clarke. Nov. 12, 1959. Viol. Art. II, Sec. 6.
Wnek, A.	D.N.S. Desjardins. Feb. 14, 1956. Was caught passing leaflets around the Union Hall of the Labour-Progressive Party.
Wong, I. W.	D.N.S. Refused to sign desig. card.
Wong, Y. Y.	D.N.S. Refused to sign desig. card.
Woods, S.	D.N.S. Glasgow. June 12, 1961. Scabbing.
Woolmer, G.	D.N.S. Banks. June 6, 1953. Suspected Commie.
Wright, H.	D.N.S. Heinekey. Nov. 7, 1958. Scabbed on S.I.U.
Yack, C.	D.N.S. Royce. Sept. 18, 1956. Refused to sign des. card.

- Yick, W. D.N.S. Deeley. May 24, 1951. Did not vote S.I.U.
- Zerbisias, G. D.N.S. Hunter. Nov. 6, 1957. According to Turcotte's report from Quebec, Nov. 4, this bird should have had a D.N.S. on him from Quebec.
- Zabolas, F. D.N.S. Banks. July 19, 1961. Scabbed out "Northern Venture".

SCHEDULE 45

TERMS OF REFERENCE OF S.I.U. MARITIME APPEALS BOARD

1. The membership of the Seafarers' International Union of Canada has accepted and ratified in the General Membership Meeting of April 17th, 1963, the creation of the Maritime Appeals Board, its purpose as set forth below, the selection of an arbitrator and the manner in which the Maritime Appeals Board shall function.
2. The Maritime Appeals Board has been created for the purpose of guaranteeing a continuation of high moral and ethical standards in the administration and operation of the Seafarers' International Union of Canada. The existence of this Board will make stronger the democratic processes and appeals procedures within the Seafarers' International Union of Canada as they affect the rights and privileges of individual members.
3. The Maritime Appeals Board shall consist of an arbitrator who shall be an impartial person of good public repute, who has never been associated in any manner with the Seafarers' International Union of Canada or with any of its affiliated bodies.
4. The Maritime Appeals Board shall have the authority and duty to make final and binding decisions in all cases appealed to it and shall deal with matters relating to alleged violations of the inalienable rights of the working seaman to employment as a member of the Seafarers' International Union of Canada.
5. The Maritime Appeals Board shall formulate such rules of procedure and establish such practices as are necessary to facilitate its proper functioning. The arbitrator shall use every endeavour to minimize the time requirements and to expedite the disposition of cases.
6. The membership of the Seafarers' International Union of Canada shall provide for an annual budget to insure the proper functioning of the Maritime Appeals Board.
7. The Secretary-Treasurer of the Seafarers' International Union of Canada shall deposit, in a depository designated by the Maritime Appeals Board, to the account of the Maritime Appeals Board, the necessary funds to insure the proper functioning of the Maritime Appeals Board.
8. The Maritime Appeals Board budget shall cover all necessary expenses including office, staff, travel and operating expenses and shall provide for a reasonable honorarium to the arbitrator.
9. The Maritime Appeals Board shall carry out its functions separately and apart from any Seafarers' International Union of Canada activity or installation.

10. The arbitrator shall be required to make the books and financial records of the Maritime Appeals Board available to the chartered accountants of the Seafarers' International Union of Canada for audit.

11. The chartered accountants of the Seafarers' International Union of Canada shall audit the financial records of the Maritime Appeals Board and submit their audit to the membership of the Seafarers' International Union of Canada.

12. Any person who has been a member in good standing of the Seafarers' International Union of Canada within a period of three years preceding the date of his application for appeal has the right of appeal of the Maritime Appeals Board.

13. A seaman appealing from any action, decision or penalty of the Seafarers' International Union of Canada shall be permitted representation before the Maritime Appeals Board by representative of his own choice. The seaman appealing shall be afforded full opportunity to present to the Maritime Appeals Board his or her position on all matters bearing upon the action, decision or penalty under appeal; providing that this right to appear shall be limited to appearance before the Maritime Appeals Board at the place and time set by the Maritime Appeals Board for the public hearing.

14. The seaman wishing to appeal from the action, decision or penalty of the Seafarers' International Union of Canada shall do so in writing. He shall send such appeal directly to the arbitrator of the Maritime Appeals Board.

15. The seaman appealing shall set forth the basis upon which appeal from the action decision or penalty of the Seafarers' International Union of Canada is taken.

16. The Seafarers' International Union of Canada shall then furnish to the Maritime Appeals Board a complete statement of the matters in issue, including copies of all charges, and any minutes, transcripts of testimony records and all other material relating to the appeal.

17. The arbitrator shall consider the files and records of the case and such material as may be submitted by either side and then advise both parties of the time and place of a public hearing.

18. A copy of the decision of the Maritime Appeals Board shall be forwarded to the seaman appealing and to the Seafarers' International Union of Canada and shall be published in the *Canadian Sailor* and shall be final and binding upon all parties.

19. The Maritime Appeals Board may engage such consultants or advisors as may be necessary to ensure that the Board has medical, legal and technical competence.

20. In all cases where a hearing is held, it shall be held as close to the locality from which the seaman appealing originates or normally ships as is possible, in order to minimize expense and inconvenience to the seaman appealing.

21. The seaman appealing and the Union, or their representatives shall be required to appear before the Board with such witnesses as they may choose and shall answer fully and truthfully all questions put to them by the Board.

22. The extent and scope of the hearing shall be such as, in the discretion of the Board, shall bring to light all facts and issues involved.

23. All matters pertaining to an appeal shall be considered at the public hearing and the arbitrator will under no circumstances, discuss privately with the seaman who is appealing or the Union, any matters pertaining to the appeal under consideration by the Maritime Appeals Board.

24. The Maritime Appeals Board shall publish in the *Canadian Sailor* and shall furnish to the Public press on request, an annual report of its activities. This report shall be carried in full in the edition of the *Canadian Sailor*, following the issuing of the report.

SCHEDULE 46

LETTER FROM DEPARTMENT OF INSURANCE, OTTAWA, WITH "MEMORANDUM ON THE CANADIAN SEAFARERS' WELFARE PLAN"

January 28, 1963

Mr. G. G. McLeod,
Secretary,
Industrial Inquiry Commission,
Box 2400, Postal Station "D",
Ottawa 4, Ontario.

Dear Mr. McLeod:

I am enclosing a memorandum relating to the Canadian Seafarers' Welfare Plan, based on the Transcripts of Evidence and the Exhibits that you sent to us.

In the memorandum we have gathered together the facts that appeared pertinent to us and have set down whatever comments and conclusions on various aspects of the Plan that seemed to follow from those facts. We hope that this will be of some help to you.

I am returning herewith the following:

Exhibits: O-182(a), O-183, O-184(a), O-186, O-187, O-188, O-189,
O-192, O-193, O-194, O-218, O-219(a), O-219(b).

Transcripts: 59, 60, 61, 66, 67, 68, 70.

Photostat copies of certain financial statements of the Plan.

Yours very truly,

(Signed) "E. E. Clarke"
Chief Actuary

MEMORANDUM ON THE CANADIAN SEAFARERS' WELFARE PLAN

*(Unless otherwise specified all references are to pages
of the official transcript of proceedings.)*

(1) CONTROL OF MEMBERSHIP

(a) *Contributions*

The Plan appears to have no effective control over contributions. Contributions are received from companies "with a list of so many employees

for so many days working on such and such a ship"—page 9050. Under the present system this information cannot be independently checked and it appears that the Administrator is unable to provide even "the number of S.I.U. members for whom the different shipping companies made contributions to the Welfare Plan" during any given period of time—page 10062-68 (Vol. 68).

(b) *Beneficiaries*

There is no list of prospective beneficiaries (either seamen or dependents)—page 9051. However, in view of the nature of the eligibility provisions of the Plan (discussed in the next following section), it is difficult to see how a really useful (i.e., completely up-to-date) record of beneficiaries could be established. A member's personal qualification for benefits is established from the data in his discharge book issued by the Federal Department of Transport and from the Union's membership records—page 9141.

(c) *Size of the group*

The Administrator estimates that the Plan covers approximately 10,000 seamen or 9,000-10,000 jobs—pages 9048 and 10065 (Vol. 68). The figure given in the letter to the Blue Cross was 12,000 seamen of whom 65 per cent were assumed to be married and 35 per cent single.

(2) ELIGIBILITY CONDITIONS

The following conditions were included in the memorandum of agreement of April 1, 1955, and substantially reprinted in the Guide Books:

A. *Personal qualifications*

- (a) seamen employed by the operating companies signatory to the Plan for at least 12 months commencing from January 1, 1953 (Section I(a) of the Agreement)
- (b) S.I.U. members in good standing (Section I(b) of the Agreement)
- (c) seamen steadily employed by the employer companies who have taken no employment outside the shipping industry during the lakes shipping season since January 1, 1953 (Section I(b) of the Agreement)
- (d) new employees after one full season of continuous service subject to a medical examination (Section I(e) of the Agreement)

B. *Conditions concerning the nature of claim*

- (a) benefits payable in respect of illness and non-occupational accident (Section I(f) of the Agreement)
- (b) benefits payable only on claims originating during the lakes navigation season (Section VIII(a) of the Agreement)
- (c) no benefits allowed in respect of recurring illness (Section IV)

unless there has been a complete recovery and the employee has returned to full-time work (Section I(g) of the Agreement).

It appears that most of the above requirements have been modified since the inception of the Plan either by means of various more or less formal amendments or informally in the Plan's actual operations. These modifications arranged under the same reference headings as those used in the preceding paragraph are listed below:

- A. (a) On December 16, 1960, the Board of Trustees decided that "the following should be added to the qualifying eligibility clause in the Rules of the Plan—that an employee applying for welfare must have sixty days employment within the 365 days immediately preceding his application and must have sixty days employment with a company signatory to the Plan". This was apparently done because "too many people who were not sailing were collecting Welfare Plan benefits". (Extracts from the minutes of the Board of Trustees held on December 16, 1960).

The Administrator's interpretation of the above appears to be that the Sixty Days Clause does not represent an additional requirement but a replacement of Section I(a) of the Agreement—pages 8907, 9062, 10070-72 (Vol. 68).

- (b) In the Guide Books the reference to S.I.U. members in Section I(b) of the Agreement was altered to read "one of the Maritime Unions bound by the Agreement". It appears also that there are reasons for suspecting that certain payments under the Welfare Plan have been made to members of the M.E.B.A.—pages 10059-61 (Vol. 68).

- (c) In spite of several attempts to obtain an elucidation during cross-examination, the practical interpretation of this requirement by the Administrator remains obscure—pages 9067-69 and 9161-66. One of the Administrator's answers on page 9166 appears to indicate that, in his opinion, the Sixty Days Clause replaces not only Section I(a) of the Agreement but also the requirement of Section I(b) prohibiting employment outside the shipping industry.

- B. (b) The following addition to the text of Section VIII(a) of the Agreement appears in the Guide Books (Section VIII of the Agreement is numbered Section VII in the Guide Books):

"However, a seafarer who is eligible can make a claim during the lay-up period for all benefits as set forth by the Plan, with the exception of the weekly indemnity benefits."

It is not quite clear whether the "lay-up period" mentioned above includes the period from the end of one operating season to the beginning of the next one, but it must be presumed that it does: we know as a fact that benefit payments under the Plan are made during the winter—pages 9070 and 9091.

In addition to all this, we are informed that the Trustees of the Welfare Plan have allowed the Medical Centre to be used by members of the Union (and their dependents) who, in accordance with the rules, are not eligible for benefits under the Plan—pages 9070-71.

In summary, it would appear that the Plan does not operate strictly in accordance with its rules and that many eligibility provisions lack precision and clarity.

(3) BENEFITS

(a) *Benefits under the Agreement of April 1, 1955:*

Surgical	maximum \$250 on any single claim
Hospital	maximum \$8 per day for 70 days
Hospital incidentals (X-rays, tests, medicines etc.)	maximum \$80
Weekly indemnity (5 days waiting period for sickness but not for accident)	\$30 per week for a maximum of 13 weeks
Compassionate allowance	not more than \$100 (or more than 1 claim) in any one calendar year

All the above benefits apply to seamen only.

(b) *Additional benefits mentioned on page 5 of Exhibit O-186 and supported by extracts from the Minutes of the Board of Trustees (Exhibit O-183):*

Death Benefit	\$1,000—enacted January 28, 1958 but retroactive from January 1, 1957
(for seamen)	
Dependents' Benefit	as from December 1, 1959
Pregnancy—Normal	\$120
Caesarean	\$235
Doctors' bills	maximum \$200 for each dependent in any one year
Hospital	maximum \$10 per day for 23 days for each dependent in any one year
Medical Centre	opened in July 1961

(c) *Improvements in benefits (for seamen) not mentioned during the hearings but which appear in the Guide Books:*

From the Guide Book published in October 1957

Old benefits increased:

Surgical	the maximum benefit was increased by adding an additional \$50 for anaesthesia and another \$50 for operating room charges
Hospital	to \$12 per day
Hospital incidentals	
Drugs	maximum \$50
X-rays and tests	maximum \$100
Indemnity—Single members	\$35 per week
Married members	without dependent children—\$40 per week
Married members	with dependent children—\$45 per week

(5 days waiting period to apply also to accidents)

New benefits:

Doctors' fees for non-surgical cases	2 visits per week (at specified rates) while in receipt of weekly indemnity
--	---

There is some indication that payments for *drugs*, *X-rays* and *tests* previously provided only as hospital incidentals were extended to cover also *non-hospitalized* cases.

From the Guide Book published in July, 1961

Increases in benefits:

Hospital	to \$17 per day
X-rays and tests	to \$150

The benefit in respect of Doctors' fees for non-surgical cases included in the first edition of the Guide Book does not reappear in the 1961 edition but from the letter to the Blue Cross of October 27, 1962, it seems that medical cases would be covered to the same extent as surgical cases under the basic Surgical Benefit.

Generally speaking, all the above changes have been reasonable and useful: the modified Plan provides a much better coverage for the members than the original one. There is, however, one very serious objection to the procedure adopted by the Board of Trustees—it appears that all these improvements have been made without paying any attention to the cost.

(4) EXPENSES OF ADMINISTRATION

A. A certain amount of interesting information on this subject may be obtained from the financial statements of the Plan (all figures are taken to the nearer \$100):

	Year Ending March 31					
	1957	1958	1959	1960	1961	1962
Salaries	15,000	22,200	25,900	28,200	41,800	57,600
Rent	1,000	1,000	1,000	2,500	3,600	11,700
Stationery	400	600	1,100	1,500	1,500	8,600
Other expenses	2,800	3,900	4,400	7,300	8,700	8,800
TOTAL EXPENSES	19,200	27,700	32,400	39,500	55,600	86,700

Salaries, which represent the main item of expenditure, increased at the average yearly rate of \$4,400 during the period 1957-1960 and at the rate of \$14,700 during the period 1960-62. We know of the recent opening of two branches of the Welfare Plan (one in Vancouver and another in Thorold—each of them is probably employing one clerk at a fairly low salary) and of the increases in Mr. Boulanger's salary (appointed on December 1, 1960 at \$9,600 and now drawing \$15,000) offset by the discontinuance of salary to the previous Administrator, Mr. Fred Saunders, who retired as from April 1, 1961. However, the known facts do not go far in explaining the 100 per cent increase in this item between 1960 and 1962. It should be noted that the figure listed for 1962 does not include payments for professional services or salaries in respect of the Medical Centre (\$8,450 between July 1961 and March 31, 1962) since it would seem proper that such expenses should be included with benefit payments.

Rent—The premises occupied by the Welfare Plan are located in a building belonging to the S.I.U. The lease agreement between the Plan and the Union was renegotiated in July 1961 and the increase in rent granted retroactively as from January 1, 1961—page 9060*. In the evidence, it was stated that the increase was due mainly to the extra rent for premises occupied by the Medical Centre.

Stationery—The 1962 figure appears very high.

B. *Total expenses expressed as percentage of benefit payment*

Year ended March 31,	1959	11.8%	¹
“ “ “	1960	11.2%	¹
“ “ “	1961	10.0%	¹
“ “ “	1962	17.4%	¹
7 months “ October 31,	1962	21.1%	²

¹ based on the financial statements
² based on Exhibit O-186

* (It may be added that the date of the resolution of the Board of Trustees agreeing to the increase in rent was September 18, 1962—page 10070 (Vol. 68).)

The period up to March 31, 1958 has been omitted since the figures based on the first few years' experience are obviously not very meaningful. The results for the period 1959-1961—approximately 11 per cent of benefit payments—must be considered as satisfactory for an established plan of this nature. It will be noted that since March 31, 1961, the expenses of administration have been increasing faster than benefit payments or, more exactly, acquiring a momentum of their own, have continued their previous upward trend while benefit payments have remained fairly level.

It may be added that we have not attempted to express expenses as percentage of the premium income of the Plan (this problem is referred to on pages 9122-3). Since administrative expenses are almost wholly related to the payment of benefits, it seems reasonable that the relationship between administrative expenses and claim payments provides the most appropriate index for a study of expense trends.

(5) FINANCIAL RESULTS

For the reasons explained in the next following section, the best indication of the actuarial soundness of the Plan may be obtained from a detailed analysis of the actual operational results.

The figures below are based on the financial statements (most figures were taken to the nearest \$1,000 but some had to be adjusted to reproduce the correct balance as at the end of the year):

	Year Ended on March 31					
	1957	1958	1959	1960	1961	1962
Contributions	634,000 ¹	416,000	429,000	376,000	345,000	322,000
Bank interest	13,000	18,000	24,000	29,000	25,000	19,000
Total income	647,000	434,000	453,000	405,000	370,000	341,000
Benefits	65,000	139,000	272,000	348,000	551,000	501,000 ²
Administration	19,000	28,000	32,000	39,000	55,000	87,000 ³
Total expenditure	84,000	167,000	304,000	387,000	606,000	588,000
Gain or loss from operations	563,000	267,000	149,000	18,000	236,000	247,000
Balance of the fund	563,000	830,000	979,000	997,000	761,000	514,000 ⁴

¹ This figure includes not only contribution income for the year but also the balance as at March 31, 1956. Consequently, \$563,000 does not represent the true gain from operations.

² Includes salaries and payments for professional services in respect of the Medical Centre.

³ Includes rent in respect of the Medical Centre.

⁴ The figures for 1962 on the same basis as for previous years were not available; it is possible that the end of the year balance should be reduced by approximately \$9,000.

The following comments may be of interest:

Contributions: The total yearly income from contributions has been steadily decreasing since 1959, a trend that can be explained only in terms of a reduction of the total number of working days in respect of which contributions were made. The increase in the rate of contribution (from 20¢ to 35¢ per working day) came into operation as from June 1, 1962, and is not reflected in the above figures.

Interest income: As could be expected with a plan of this nature the role of interest income in the plan's financial structure is comparatively insignificant. In view of the fairly high interest rate obtainable in the Reserve Account in which the bulk of the funds are being kept (incidentally, it is not clear whether this rate of interest is $4\frac{3}{4}\%$ —page 8912 or $3\frac{3}{4}\%$ —page 10039 (Vol. 68)), the investment policy of the Plan explained on pages 8911-13 may be considered as satisfactory. The only aspect of the Plan's investment practice which appears to be objectionable is the absence of an effective provision for bonding of trustees—see pages 10040-10049.

Benefit payments: The upward trend in benefit payments represents the most important feature of the Plan's experience to date—total payments increased almost 9 times between 1957 and 1961. Consecutive increases in expenditure coincided with and were obviously due to the progressive liberalization of the benefit structure outlined in Section 2 above. The normal tendency of claim rates to increase for several years after the inception of a plan, reflecting the growing familiarity with, and the more frequent use made of, the benefit provisions on the part of the members, probably contributed to this trend.

The 10 per cent reduction in benefit payments between 1961 and 1962 may be partially due to savings in the cost of medical care benefits resulting from the opening of the Medical Centre.

Expenses of administration: See remarks in Section 4 above.

Operational results and the balance of the fund: Reflecting the opposite trends in contribution income and expenditure on benefits and administration, the initial substantial excess of income over expenditure practically disappeared by 1960 to be replaced by heavy operational losses in 1961 and 1962. The fund's balance almost doubled between 1957 and 1960; two years later it fell below the 1957 level.

Conclusion

The actuarial soundness of the Plan depends primarily on the adequacy of the contribution rate. The Plan's income and expenditure have been seriously out of balance since the introduction of the Dependents' Benefit at the end of 1959. The increased rate of contribution (35¢ per working

day as from June 1, 1962) is likely to prove sufficient to re-establish the equilibrium on the present benefit basis if it can be assumed that there will be no or little further reduction in the total number of working days in respect of which contributions are made.

(6) REMARKS CONCERNING THE ACTUARIAL BASIS OF THE PLAN

- (a) Because the sporadic character of employment in the shipping industry necessitates the adoption of complicated and rather unusual eligibility rules, the experience of other plans providing similar benefits would not provide a satisfactory basis for actuarial calculations relating to the Seafarers' Welfare Plan.

It may be mentioned that a different position on this issue is indicated in the Guide Books. In connection with the inception of the Plan, it is stated on page 1 that "the most highly trained actuaries available were called upon to give sickness and accident statistics as they affected various comparable groups, and every possible pitfall was considered carefully". Whether such an investigation was actually made (and it is far from certain that the statement in the Guide Books should be taken at its face value) we are still doubtful that it could have been of much use in connection with the problem of finding the proper initial level for contributions; it obviously was not very successful in eliminating all possible, and even some rather obvious, pitfalls from the Plan.

- (b) Largely for the same reason, the Plan is not suitable for insured coverage. As may be seen from the submission by the Blue Cross (Exhibit O-192), the insured benefits would have to be different from, and probably less well adapted to actual needs than, the benefits now provided under the Plan and the total cost (even allowing for possible experience refunds) would be probably much higher.
- (c) It appears therefore that the present mode of operations of the Plan is the most suitable one, i.e., the operation of the Plan as a separate entity administered jointly by representatives of the Union and of the Companies and that all calculations and forecasts should be based primarily on the Plan's own experience. The necessity of basing all calculations on the Plan's own experience might present quite a problem for a plan providing long term benefits requiring actuarial reserves but fortunately such reserves are not needed in respect of the Seafarers' Welfare Plan except possibly for the Death Benefit. All that is really necessary is a substantial Contingency Reserve which might be arbitrarily settled upon as equal to, say, a minimum of one year's contribution income. The setting up of such a Contingency Reserve would result in a simple and satisfactory method of financial supervision provided that the Trustees were obliged to adopt suitable remedial measures based on actuarial advice whenever the balance of the fund fell below a specified percentage of the prescribed minimum reserve.

- (d) Although the Plan would undoubtedly benefit from periodic actuarial investigations, a real necessity for making such an investigation would arise only in the case of a serious deterioration in the fund's financial position or if the Trustees wanted to improve the benefits without a corresponding increase in contributions. As mentioned previously, actuarial reserves may be required in respect of the Death Benefit. Frankly, we are not convinced that this is so—a satisfactory Contingency Reserve may be considered as covering even this liability—but it is suggested that this problem be investigated by a competent actuary on the basis of an analysis of whatever membership data are available or obtainable.

(7) GENERAL CONCLUSION

- (a) The general conclusion emerging from our investigation is that the basic structure of the Plan may be considered as satisfactory. The benefits appear to be well-chosen and adequate, the eligibility provisions reflect the conditions of employment in the shipping industry and the legal and financial structure seems suited to the somewhat unusual character of the Plan.
- (b) Apparently more by luck than by design, the initial rate of contribution had been fixed at such a level that the aggregate income of the Plan for the first 7 years was sufficient not only to cover total expenditure on progressively more and more generous benefits together with the cost of administration but also to leave, at the end of the period, a creditable balance in the fund. In 1962, the 75% increase in the rate of contributions seems to have re-established the lost balance between income and expenditure and put the Plan once again on a sound basis.
- (c) Nevertheless, the Plan is not free from serious shortcomings. Altogether too much has been left to luck instead of making specific provision for various contingencies in the rules. The interest of the members would seem to be on a precarious footing unless proper safeguards are introduced.

The main shortcomings of the Plan have already been mentioned in this note. It may be convenient to have them listed once again:

- (1) Unless the Companies are prepared to accept full responsibility for increasing the contribution rate to whatever level may be necessary to provide benefits under the Plan as amended and extended from time to time by the Board of Trustees, no changes in the Plan's benefit structure should be made without prior actuarial recommendation.
- (2) A proper Contingency Reserve should be established and the problem of setting up an actuarial reserve for the Death Benefit should be investigated. The Trustees should be obliged to obtain actuarial advice and to carry out the actuary's recommendations whenever the balance of the fund falls below a prescribed safety level.

- (3) A check should be put on a further growth of the expenses of administration and, if possible, a more satisfactory relationship between expenses and benefit payments should be re-established.
- (4) All Trustees and the Administrator should be adequately bonded.
- (5) Eligibility conditions and especially those based on employment qualifications should be clarified and, if possible, simplified.
- (6) If possible, there should be established, some effective control over contributions. This might, incidentally, provide an additional check on eligibility qualifications to the extent to which such qualifications are based on employment.

Department of Insurance,
January 28, 1963.

SCHEDULE 47

INTERNATIONAL TRANSPORT WORKERS' FEDERATION CIRCULAR NO. 46/A7

2 JULY, 1962.

TO ALL AFFILIATED UNIONS

Dear Friends,

RELATIONS WITH AMERICAN MARITIME UNIONS

The question of the ITF's relations with three American maritime unions, namely the Seafarers' International Union, The Marine Engineers' Beneficial Association and the International Longshoremen's Association, was once more discussed at a joint conference of the Dockers' and Seafarers' Sections of the ITF in Utrecht, Holland, on 26-27 June.

As it was the first time the question came before a joint conference, the General Secretary gave a short history of past events. The SIU, he recalled, had been suspended from the ITF by the Executive Committee in April 1961 on account of the behaviour of the SIU Canadian District, which had wilfully interfered in the internal affairs of the British National Union of Seamen by backing, financially and otherwise, an unofficial seamen's strike in Britain during the summer of 1960. The Executive Committee had taken this step, on a recommendation of the Seafarers' Section, after the SIU had failed to respond to repeated invitations to attend to answer the charges made against it.

The suspension of the SIU was followed by a further unfortunate development. The SIU, together with MEBA and ILA, first announced their withdrawal from the ITF and then set up, under the auspices of the Maritime Trades Department of the AFL-CIO, an International Division of which the object was to establish relations of their own with dockers' and seafarers' unions outside the USA. Agents of this Division were stationed in different parts of the world, including Europe and Latin America, and proceeded to conclude so-called Mutual Aid Pacts with a number of ITF affiliates and other organizations. These pacts were quite harmless as far as their contents were concerned, but their declared object was to retain international contacts which had been lost through disaffiliation from the ITF, and thus these activities inevitably assumed a character competitive with those of the ITF, causing confusion at a time when there was a greater need than ever for unity against the mounting attacks of reactionary forces on the one hand and the constant threat of Communist infiltration on the other.

Because of the comfort which division among the seafarers must bring to the common enemy, attempts to mend the rift were continued in informal consulta-

tions. As a result a formula for lifting the suspension was drafted. This formula was considered by the Executive Committee, which drew up the conditions on which the suspension could be raised, and then referred to the joint Dockers' and Seafarers' Conference, mentioned above, in Utrecht on 26-27 June. To the conference were also invited the three American unions, SIU, MEBA and ILA. Hitherto there had been no direct encounter between the parties, and this, coupled with the fact that the SIU had shown little willingness to have contact with the ITF, had much hampered discussion of the real issues. It was felt that a direct encounter would therefore be useful to clarify the situation.

Unfortunately, while these preparations were in progress, the MTD International Division continued to confuse the issue by seeking to conclude mutual aid pacts of the kind mentioned and circulating adverse criticism of the ITF. Thus it not only misconstrued the conditions laid down for lifting the suspension of the SIU, it even questioned the use made of the ITF Welfare Fund.

With regard to the Fund, it is sufficiently known that this is governed by strict rules and that all its transactions are closely supervised and properly audited. The criticism was made without proper knowledge of the facts. With regard to the conditions for lifting the suspension and the complaint that they represented demands which were not made on other affiliates, this is simply not true: the first condition, that the SIU should cancel its notice of withdrawal was a pure formality required by the procedural considerations; the second condition, that the Constitution of the ITF must be observed, was self-evident and required no explanation; the third and last condition, concerning discontinuation of the International Division, referred to activities in competition with the ITF and was therefore also self-evident in character. These were the only conditions imposed; they were conditions which applied to any affiliate of the ITF.

It was hoped that in spite of all this, a direct encounter of the parties concerned would succeed in effecting a reconciliation. But it was not to be. At the last moment, while over fifty delegates from some twenty ITF dockers' and seafarers' affiliates were assembling in Utrecht, cables arrived from the SIU, MEBA and ILA, couched in cordial enough terms, but announcing that they were prevented by other commitments from attending the conference.

For those who, before the over-riding importance of unity, had been prepared to explore the possibilities of the situation, it was a bitter disappointment. This was expressed in the following resolution:

"This Conference, having received reports on recent developments in relation with the American maritime unions which have disaffiliated from the ITF, and considering that there is no improvement in the situation, endorses the action of the Executive Committee and feels that the requirements laid down by that body have to be met before the suspension of the SIU can be lifted."

In taking this decision, the conference particularly stressed the true significance of SIU Mutual Aid Pacts. Competitive activities can only confuse and

weaken the international trade union movement and undermine what prospects remain of finding a way out. The General Secretary was therefore directed to address a strong appeal to affiliates of the ITF to refrain from entering into such pacts and to terminate those which existed. I am sure that all affiliates will appreciate the importance of this and comply with the recommendation of the Dockers' and Seafarers' Sections.

Yours fraternally,
(Signed) "P. de Vries"
General Secretary.

SCHEDULE 48

INTERNATIONAL TRANSPORT WORKERS' FEDERATION CIRCULAR NO. 16/S4/D2

18 FEBRUARY, 1963.

TO AFFILIATED DOCKERS' AND SEAFARERS' UNIONS

Dear Friends,

SIU-ILA SUPPORTED CONFERENCE, ROTTERDAM, APRIL 1963

Information reaches us about an international conference of seamen, port and transport workers, convened for 20-21 April next in Rotterdam, by the Dutch organization, Landelijke Bedrijfsorganisatie "Verkeer" (OBW) of a certain L. van Os.

It would appear that the initiative for this conference has been taken by the International Longshoremen's Association (ILA) and the Seafarers' International Union of North America (SIU), which would in effect mean it is sponsored by the International Division of the AFL-CIO Maritime Trades Department, concerning whose plans for engaging in international activities in competition with the ITF we have previously kept you informed.

The Dutch OBW is a body known for extremist tendencies. It has not obtained recognition as a trade union in Holland and operates in open rivalry with the Docks Group of the Dutch Transport Workers' Union affiliated with the ITF. The position regarding the SIU, suspended from the ITF on account of persistent unconstitutional conduct, and the ILA which seceded from the ITF in sympathy with the SIU, is sufficiently known to affiliates of the ITF.

In the circumstances we are confident that unions affiliated with the ITF will not want to have anything to do with the MTD-sponsored conference in Rotterdam. We feel it our duty, nevertheless, to advise you formally of the matter and to request you to ignore any invitation that may be extended to you to take part in it. If you should have knowledge of any other unions in your country, not affiliated with the ITF, which may be contemplating attendance, we should be obliged if you would do what you can to dissuade them from doing so.

Thanking you in anticipation for your cooperation. I am,

Yours fraternally,
(Signed) "P. de Vries"
General Secretary.

SCHEDULE 49

BULLETIN TO ALL M.T.D. AFFILIATES, PORT COUNCILS AND TRADE UNIONISTS

July 11, 1961.

M.T.D. ORDERS ACTION AGAINST LEITCH RUNAWAYS

The Maritime Trades Department of the AFL-CIO has ordered an immediate action against the runaway vessels of the Bermuda company, Island Shipping Ltd. Island Shipping is the runaway flag company set up by Leitch of Upper Lakes Shipping for the purpose of operating British flag ships on the Great Lakes. Leitch's avowed purpose in this regard is to use the two ships involved for a slashing attack on the wages of Canadian and American Lakes Seafarers. The runaway flag company presently operates two vessels, the first being the m.v. "Wheat King" and the second being the "Northern Venture".

The reduction in wages as a result of this scab venture by Leitch amounts to a staggering \$175.00 per month for an ordinary seaman on the "Wheat King". Accurate figures of the wage reduction on the "Northern Venture" are not yet available due to the fact that M.T.D. action has already centered on this runaway.

C.B.R.T.-SHEEHAN SCAB FOR UPPER LAKES

As a result of S.I.U. resistance to Leitch's attack on Lakes wages, the company scabbed out the "Wheat King" with a crew of Greek immigrants. That vessel carrying a full load of grain for London since last April has not yet succeeded putting to sea. Due to difficulties with her engines, this scab ship was forced to put into Sydney, N.S. for further repairs. She is presently behind a picket line.

In an elaborate if sordid manner, the company union, the Canadian Brotherhood of Railway and Transport Workers, together with expelled ex S.I.U. Patrolman Michael Sheehan, conspired to scab the "Northern Venture" out of the Port Weller dry dock. With the co-operation of the Federal Selective Service in Toronto which openly discriminated against S.I.U. members, scab herders C.B.R.T. and Sheehan succeeded in recruiting a crew to pass through the picket lines set up by the M.T.D. at the Port Weller dry dock.

Once aboard the ship, the recruited crew were taken up to the captain's office and advised that they must accept a \$5.00 wage advance which they should pay over to the scabby C.B.R.T. as "union dues". By this time, the majority of the crew realized the issues involved and refused to pay the scab herders for the job.

Representatives of the crew then contacted M.T.D. spokesmen and were advised on what the beef was all about. The crew then walked off the ship en masse and joined the picket line.

Scab herder Sheehan, former Communist T. J. Houtman of Upper Lakes Shipping and the finky C.B.R.T. ignominiously begged the police for assistance in scabbing out these limey flag runaways and for personal protection while they were in the process of doing so. In an attempt to make his bare faced, wage slashing manoeuvre on Lakes Seafarers legal, super scab William Smith of the C.B.R.T. filed a phoney application for certification with the Labour Board.

THESE SCAB RUNAWAYS MAY TRY YOUR PORT

At the present moment, this shameful attack on the wages of Great Lakes Seafarers has been stopped by militant M.T.D. action at Port Weller, Ont., and at Sydney, N.S. However, the scab herders are rounding up displaced persons, and some native born scabs to sail these runaways. Leitch of Upper Lakes and former Commie T. J. Houtman have hired a couple of private detective agencies in addition to regular police in this scabbing attempt. By these means the two limey runaways may escape the picket lines surrounding them.

In the event this happens, kindly advise immediately the M.T.D. Representative at Detroit, Mich., or at Montreal, Que., Canada.

CHAIRMAN,

M.T.D. GREAT LAKES CONFERENCE.

SCHEDULE 50

MARITIME TRADES DEPARTMENT, GREAT LAKES CONFERENCE: REPORT ON THE NORRIS GRAIN COMPANY AND ITS BERMUDIAN AND CANADIAN SUBSIDIARIES

April 6, 1962

The Maritime Trades Department, A.F. of L.-C.I.O., has previously advised all waterfront unions of a grave and serious threat to the wages and conditions of all Great Lakes seamen by the Norris Grain Company and its Canadian and Bermudian subsidiaries. As predicted, this group of companies have increased their attack on American and Canadian Seafarers. Because of this and for your information, this bulletin is a summary of the history of this dispute between the Norris interests and the M.T.D., and, for your further information the name of each scab ship is also provided.

THE RUNAWAY SHIPS—"WHEAT KING", "NORTHERN VENTURE" AND "HILDA MARJANNE"

The above three ships are operated by a complex of two Bermudian corporations and a Canadian Norris subsidiary. These are Island Shipping Limited (Bermuda) and Trans-Lake Shipping Limited (Bermuda) and Upper Lakes Shipping Ltd. (Canada).

Upper Lakes Shipping Ltd. since 1951 has been a Seafarers' Union contracted company. In 1961 in the month of April, the S.I.U. was advised that the company wished to operate a deep-sea vessel called the "Wheat King". As a result of these discussions, it was subsequently agreed in writing that the ship would come under an S.I.U. agreement. When the ship was commissioned in late April 1961, it was discovered that she was under Bermudian registry and that she was an 18,000 ton ship. Jack Leitch, Canadian representative for Norris, placed a crew of 30 men on the ship. Within hours it became obvious that the ship was seriously undermanned.

The ship had originally sailed under the British flag and the British Board of Trade had imposed a crew of 48 men on the owners for the purpose of meeting British standards. Leitch commenced operating the vessel in Great Lakes trade. He refused to negotiate an increased and realistic manning scale for this ship, although well aware that the crew were being forced to work between 12 and 16 hours per day to keep the ship operating. In June 1961, the crew of the ship spontaneously rebelled and walked off demanding a realistic sized crew for the ship. Using the ship's Bermudian registry, Leitch threw these Canadian

Great Lakes sailors into the common jail under a section of the Canadian Shipping Act relating to foreign ships and foreign sailors.

He then made an alliance with a discredited, expelled S.I.U. patrolman named Michael Sheehan for the purpose of scabbing the ship. Sheehan enlisted the aid of the Communist-tinged, Canadian Brotherhood of Railway, Transport and General Workers, and with their aid released some Greek ship deserters from the immigration jail, and recruited some Greek immigrants and scabbed the ship.

Leitch then brought out another Bermudian flag ship called the "Northern Venture". Although he attempted to avoid hiring a Union crew, the S.I.U. successfully organized the ship. Michael Sheehan and the C.B.R.T. and Leitch threw the S.I.U. crew ashore without either their wages or their effects thus locking them out. A yellow-dog contract was then signed calling for the elimination of all overtime, the elimination of union hiring, the elimination of the Union Vacation Fund, and the elimination of all health and welfare benefits. Appropriately, the non-Communist oath was also eliminated from the yellow dog agreement.

Full and effective action was immediately taken by both Canadian and American unemployed seamen with the result that the operation of these ships was seriously and effectively crippled for the 1961 season. Temporary injunction relief permitted the runaways four voyages but this injunction relief has now been withdrawn.

Toward the close of the season the "Hilda Marjanne", operating under a Bermudian corporation, made a voyage which was delayed by an unemployed seamen's picket line.

Leitch's stooge Sheehan then emerged under another name. The new outfit was called the Canadian Maritime Union and it was, as could be expected, strictly a company rig. Sheehan attempted to woo Great Lakes sailors through winter meetings but was received with empty meeting halls and hundred-man contempt lines at each and every one of the 15 attempted meetings.

NORRIS ASKED BY S.I.U. FOR 40-HOUR WEEK ANNUAL WAGE ON UPPER LAKES SHIPPING FLEET

The S.I.U. contract on Upper Lakes Shipping having expired at the close of navigation 1961, became the center of new S.I.U. contract proposals. The contract proposals by the S.I.U. called for a 40-hour work week, a guaranteed annual wage, a firm manning scale, a 100% increase in the company's welfare contributions and improvement in living and working conditions. The negotiations affected the following ships: "BRUCE ANGUS", "JAMES B. EADS", "JOHN ERICSSON", "GREY BEAVER", "DOUGLAS HOUGHTON", "GORDON C. LEITCH", "MAUNALOA", "L. A. McCORQUODALE", "JAMES NORRIS", "RED WING", "SEAWAY QUEEN", "HOWARD L. SHAW", "FRANK A. SHERMAN", "VICTORIOUS"; Barges: "BRYN", "JOHN FRITZ" and "JOHN ROEBLING".

At the outset of negotiations, the company threatened to slash wages and conditions. They demanded that overtime be slashed, that Union hiring be eliminated, that the Union Welfare and Vacation Plans be dropped from the next contract. In the face of this company attitude, the negotiations entered Government conciliation process. In the first step under Government auspices, Norris refused to negotiate unless the S.I.U. first acceded to the proposed cuts. As a result of this failure, a conciliation board was set up with a particularly biased Chairman who favoured Norris. This despite recorded S.I.U. objections. The Conciliation Board immediately made it clear that it had no intention of allowing the S.I.U. to present its case in the usual manner. At the first sitting, a scheduled next sitting was announced by the chairman. Commencing the next day, the same chairman, a prominent industrial relations adviser for management, commenced calling unscheduled hearings on a few hours' notice, thus depriving the S.I.U. of its witnesses. In order to stop this unjust deal the S.I.U. appealed to the Canadian courts. The courts took one look at the situation and immediately stopped the proceedings. In an unprecedented contempt of the courts, the biased chairman continued proceeding to a conclusion. He presently stands indicted for contempt of court.

The Norris combine through Leitch then conspired with Sheehan to illegally lock out the S.I.U. crews employed on the above-named ships. For this purpose, scabs who had never been on a ship in their life before were recruited and commenced scabbing these ships from under the S.I.U. Union sailors engaged in this pork chop beef. At the present time, this is the point reached in this beef.

ALL THESE SHIPS ARE HOT

All major waterfront unions have already pledged their support to the Seafarers in this Union busting manoeuvre by this American corporate complex. All of the ships mentioned in this bulletin are scab ships. If they enter your Port, you should not work behind this pork chop picket line and you should immediately advise the Maritime Trades Department at your Port or at any of the following addresses:

Maritime Trades Department,
10255 West Jefferson Avenue,
River Rouge 18, Michigan,
U.S.A.
Telephone number:
VINEWOOD 3-4741.

Maritime Trades Department,
634 St. James Street West,
Montreal 3, P.Q.,
Telephone number:
VICTOR 2-8161.

Maritime Trades Department,
675-4th Avenue,
Brooklyn 32, N.Y.,
U.S.A.
Telephone number: HYACINTHE 9-6600.

SCHEDULE 51

LETTER FROM S.I.U. OF CANADA TO MR. BERNARD WILSON WITH AGREEMENT DATED MAY 9TH, 1963.

June 3, 1963.

Mr. Bernard Wilson,
Director,
Industrial Relations Branch,
Canada Labour Relations Board,
138 Confederation Building,
Ottawa, Ont.

In the matter of the Annual Vacations Act and Regulations and an application for approval of the Minister of Labour of vacations with pay provisions contained in a collective agreement entered into April 1st, 1963, between Quebec Paper Sales & Transportation Company, Limited and Seafarers' International Union of Canada covering unlicensed and licensed personnel employed by the Company.

Dear Sir:

Enclosed please find copy of an agreement covering the Vacation Pay Clause in the collective agreement entered into between Quebec Paper Sales & Transportation Company, Limited and the Seafarers' International Union of Canada dated May 9th, 1963, for your approval.

Trusting the above is satisfactory, I remain,

Yours respectfully,
(Signed) "G. Gauthier"
Gilbert Gauthier,
Vice President, Licensed Division.

AGREEMENT entered into this 9th day of May, A.D. 1963

BETWEEN: QUEBEC PAPER SALES & TRANSPORTATION COMPANY, LIMITED
Hereinafter referred to as the "Company"

AND: SEAFARERS' INTERNATIONAL UNION OF CANADA
Hereinafter referred to as the "Union"

WHEREAS: The Company and the Union have entered into Collective Labour Agreements on behalf of the Company's Unlicensed and Officer personnel, which Collective Labour Agreements were executed on the first day of April A.D. 1963.

AND WHEREAS:

The Vacation Pay Article of the said Collective Labour Agreements provides that the Company shall remit the vacation pay of its employees to the Union Vacation Pay Fund once each month and that employees shall be paid vacation pay at any time through offices of the Union upon documentary evidence of days on the Company payroll.

AND WHEREAS:

The undertaking of the Company to remit was made subject to the terms of this Collateral Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. For the purpose of this Collateral Agreement, the word "employees" shall be the employees encompassed by the said Collective Labour Agreements referred to above.
2. The Company agrees to remit vacation pay of its employees, calculated in accordance with the Vacation Pay Article of the said Collective Labour Agreements, to the Union once a month in arrears.
3. The Union agrees to receive and hold such monies, in trust, for the employees, the whole of such monies to be paid to the employees, in accordance with their entitlement under the Vacation Pay Article of the said collective Labour Agreements, upon application by the employees at any office of the Union, at any time whether by personal request of the employees or by request by mail or telegram.
4. The Union agrees to render a written accounting [sic] to the Company at the end of each navigation season showing the names of the employees who have been paid vacation pay and the amounts of such vacation pay paid to each employee.
5. In consideration of the Company undertaking to remit vacation pay monies of its employees to the Union, the Union agrees to indemnify and save harmless the Company from any claim, of whatsoever nature or kind, of an employee against the Company concerning vacation pay.

Any dispute arising from the Company's undertaking to remit, as herein stated, shall be resolved under the Grievance and Arbitration procedures of the respective Collective Labour Agreement.

6. The undertaking of the Company to remit vacation pay of its employees to the Union Vacation Pay Fund and the implementation of this undertaking are made conditional upon, and subject to, the approval of the Minister of Labour of the Government of Canada in accordance with the Annual Vacations Act, chapter 24, Statutes of Canada, 1957-58, and Annual Vacations Regulations made thereunder.

IN WITNESS WHEREOF the Company and the Union have hereunto subscribed their names by the hands of their representatives in that behalf duly authorized on the day and year first above written.

QUEBEC PAPER SALES & TRANSPORTATION COMPANY, LIMITED

(Signed) "L. A. Palmer"

L. A. Palmer
Vice-President

(Signed) "J. B. O'Reilly"

J. B. O'Reilly
Labor Relations Department

(Signed) "O. A. Hutton"

O. A. Hutton
Director of Labor Relations

SEAFARERS' INTERNATIONAL UNION OF CANADA

(Signed) "Hal C. Banks"

Hal C. Banks
President

(Signed) "Leonard J. McLaughlin"

Leonard J. McLaughlin
Executive Vice-President

(Signed) "G. Gauthier"

Gilbert Gauthier
Vice-President
Licensed Division

SCHEDULE 52

THREE JUDGMENTS OF THE SUPREME COURT OF THE UNITED STATES IN THE HONDURAS AND INCRES CASES

HONDURAS CASE

Frank W. McCulloch, Chairman, and Philip Ray
Rodgers et al., Members, National Labor Relations Board, Petitioners,

107

v.

Sociedad Nacional de Marineros de Honduras.

On Writ of Certiorari to the
United States Court of
Appeals for the District of
Columbia Circuit.

Ivan C. McLeod, Regional Director for the
Second Region of the National Labor Relations Board, Petitioner,

91

v.

Empresa Hondurena de Vapores, S.A.
National Maritime Union of America, AFL-CIO,
Petitioner,

93

v.

Empresa Hondurena de Vapores, S.A.

On Writs of Certiorari to the
United States Court of
Appeals for the Second
Circuit.

(February 18, 1963.)

MR. JUSTICE CLARK delivered the opinion of the Court.

These companion cases, involving the same facts, question the coverage of the National Labor Relations Act, as amended, 61 Stat. 136, 73 Stat. 541, 29 U.S.C. S. 151. A corporation organized and doing business in the United States beneficially owns seagoing vessels which make regular sailings between United States, Latin American and other ports transporting the corporation's products and other supplies; each of the vessels is legally owned by a foreign subsidiary of the American corporation, flies the flag of a foreign nation, carries a foreign crew and has other contacts with the nation of its flag. The question arising is whether the Act extends to the crews engaged in such a maritime operation. The National Labor Relations Board in a representation proceeding on the applica-

tion of the National Maritime Union held that it does and ordered an election. 134 N.L.R.B. 287. The vessels' foreign owner sought to enjoin the Board's Regional Director from holding the election, but the District Court for the Southern District of New York denied the requested relief. 200 F. Supp. 484. The Court of Appeals for the Second Circuit reversed, holding that the Act did not apply to the maritime operations here and thus the Board had no power to direct the election. 300 F. 2d 222. NMU had intervened in the proceeding, and it petitioned for a writ of certiorari (No. 93), as did the Regional Director (No. 91). Meanwhile, the United States District Court for the District of Columbia, on application of the foreign bargaining agent of the vessels' crewmen, enjoined the Board members in No. 107. 201 F. Supp. 82. We granted each of the three petitions for certiorari, 370 U.S. 915, and consolidated the cases for argument.⁽¹⁾

We have concluded that the jurisdictional provisions of the Act do not extend to maritime operations of foreign flagships employing alien seamen.

I.

The National Maritime Union of America, AFL-CIO, filed a petition in 1959 with the National Labor Relations Board seeking certification under S. 9(c) of the Act, 29 U.S.C., S. 159(c), as the representative of the unlicensed seamen employed upon certain Honduran flag vessels owned by Empresa Hondurena de Vapores, S.A., a Honduran corporation. The petition was filed against United Fruit Company, a New Jersey corporation which was alleged to be the owner of the majority of Empresa's stock. Empresa intervened and on hearing it was shown that United Fruit owns all of its stock and elects its directors, though no officer or director of Empresa is an officer or director of United Fruit and all are residents of Honduras. In turn the proof was that United Fruit is owned by citizens of the United States and maintains its principal office at Boston. Its business was shown to be the cultivation, gathering, transporting and sale of bananas, sugar, cacao and other tropical produce raised in Central and South American countries and sold in the United States.

United Fruit maintains a fleet of cargo vessels which it utilizes in this trade. A portion of the fleet consists of 13 Honduran-registered vessels operated⁽²⁾ by Empresa and time chartered to United Fruit, which vessels were included in National Maritime Union's representation proceeding. The crews on these vessels, including the officers, are recruited by Empresa in Honduras. They are Honduran citizens (save one Jamaican) and claim that country as their residence and home port. The crew is required to sign Honduran shipping articles, and their wages, terms and condition of employment, discipline, etc., are controlled by a bargaining

⁽¹⁾ In No. 107, appeal was perfected to the Court of Appeals for the District of Columbia Circuit, to which court we granted a writ of certiorari before judgment.

⁽²⁾ Ten of the 13 vessels are owned and operated by Empresa. Three are owned by Balboa Shipping Co., Inc., a Panamanian subsidiary of United Fruit. Empresa acts as an agent for Balboa in the management of the latter vessels.

agreement between Empresa and a Honduran union, Sociedad Nacional de Marineros de Honduras. Under the Honduran Labor Code only a union whose "juridic personality" is recognized by Honduras and which is composed of at least 90% of Honduran citizens can represent the seamen on Honduran-registered ships. The N.M.U. fulfils neither requirement. Further, under Honduran law recognition of Sociedad as the bargaining agent compels Empresa to deal exclusively with it on all matters covered by the contract. The current agreement in addition to recognition of Sociedad provides for a union shop, with a no strike or lockout provision, and sets up wage scales, special allowances, maintenance and cure provisions, hours of work, vacation time, holidays, overtime, accident prevention, and other details of employment as well.

United Fruit, however, determines the ports of call of the vessels, their cargoes and sailings, integrating the same into its fleet organization. While the voyages are for the most part between Central and South American ports and those of the United States, the vessels each call at regular intervals at Honduran ports for the purpose of taking on and discharge cargo and, where necessary, renewing the ship's articles.

II.

The Board concluded from these facts that United Fruit operated a single, integrated maritime operation within which were the Empresa vessels, reasoning that United Fruit was a joint employer with Empresa of the seamen covered by N.M.U.'s petition. Citing its own *West India Fruit and Steamship Co.* opinion, 130 N.L.R.B. 313 (1961), it concluded that the maritime operations involved substantial United States contacts, outweighing the numerous foreign contacts present. The Board held that Empresa was engaged in "commerce" within the meaning of S. 2(6) of the Act⁽³⁾ and that the maritime operations "affected commerce" within S. 2(7),⁽⁴⁾ meeting the jurisdictional requirement of S. 9(c)(1).⁽⁵⁾ It therefore

⁽³⁾ 29 U.S.C., S. 152(6):

"The term 'commerce' means trade, traffic, commerce, transportation, or communication among the several States, or between the District of Columbia or any Territory of the United States and any State or other Territory, or between any foreign country and any State, Territory, or the District of Columbia, or within the District of Columbia or any Territory, or between points in the same State but through any other State or any Territory or the District of Columbia or any foreign country."

⁽⁴⁾ 29 U.S.C., S. 152(7):

"The term 'affecting commerce' means in commerce, or burdening or obstructing commerce or the free flow of commerce, or having led or tending to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce."

⁽⁵⁾ 29 U.S.C., S. 159(c) (1):

"Whenever a petition shall have been filed... the Board shall investigate such petition and if it has reasonable cause to believe that a question of representation affecting commerce exists shall provide for an appropriate hearing..."

Section 10(a) of the Act, 29 U.S.C., S. 160(a), imposes the same requirement, empowering the Board to "prevent any person from engaging in any unfair labor practice... affecting commerce".

ordered an election to be held among the seamen signed on Empresa's vessels to determine whether they wished N.M.U., Sindicato Maritimo Nacional de Honduras,⁽⁶⁾ or no union to represent them.

As we have indicated, both Empresa and Sociedad brought suits in Federal District Courts to prevent the election, Empresa proceeding in New York against the Regional Director—Nos. 91 and 93—and Sociedad in the District of Columbia against the members of the Board—No. 107. In Nos. 91 and 93 the jurisdiction of the District Court was challenged on two grounds: first, that review of representation proceedings is limited by S. 9(d) of the Act, 29 U.S.C., S. 159(d), to indirect review as part of a petition for enforcement or review of an order entered under S. 10(c), 29 U.S.C., S. 160(c); and, second, that the Board members were indispensable parties to the action. The challenge based upon S. 9(d) was not raised or adjudicated in Sociedad's action against the Board members—No. 107—and the indispensable parties challenge is of course not an issue. Sociedad is not a party in Nos. 91 and 93, although the impact of the Board order—the same order challenged in No. 107—is felt by it. That order has the effect of canceling Sociedad's bargaining agreement with Empresa's seamen, since Sociedad is not on the ballot called for by the Board. No. 107, therefore, presents the question in better perspective, and we have chosen it as the vehicle for our adjudication on the merits. This obviates our passing on the jurisdictional questions raised in Nos. 91 and 93, since the disposition of those cases is controlled by our decision in No. 107.

We are not of course precluded from reexamining the jurisdiction of the District Court in Sociedad's action, merely because no challenge was made by the parties, *Mitchell v. Maurer*, 293 U.S. 237, 244 (1934). Having examined the question whether the District Court had jurisdiction at the instance of Sociedad to enjoin the Board's order, we hold that the action falls within the limited exception fashioned in *Leedom v. Kyne*, 358 U.S. 184 (1958). In that case judicial intervention was permitted since the Board's order was "in excess of its delegated powers and contrary to a specific prohibition in the Act". *Id.* at 188. While here the Board has violated no specific prohibition in the Act, the overriding consideration is that the Board's assertion of power to determine the representation of foreign seamen aboard vessels under foreign flags has aroused vigorous protests from foreign governments and created international problems for our Government. Important interests of the immediate parties are of course at stake. But the presence of public questions particularly high in the scale of our national interest because of their international complexion is a uniquely compelling justification for prompt judicial resolution of the controversy over the Board's power. No question of remotely comparable urgency was involved in *Kyne*, which was a purely domestic adversary situation. The exception recognized today is therefore not to be taken as an enlargement of the exception in *Kyne*.

⁽⁶⁾ Sindicato, a Honduran union, had intervened in the proceeding. Sociedad was invited to intervene but declined to do so.

III.

Since the parties all agree that the Congress has constitutional power to apply the National Labor Relations Act to the crews working foreign flag ships, at least while they are in American waters, *The Exchange*, 11 U.S. (7 Cranch) 116, 143 (1812); *Wildenhus's Case*, 120 U.S. 1, 11 (1887); *Benz v. Compania Naviera Hidalgo*, 353 U.S. 138, 142 (1957), we go directly to the question whether Congress exercised that power. Our decision on this point being dispositive of the case, we do not reach the other questions raised by the parties and the *amici curiae*.

The question of application of the laws of the United States to foreign flagships and their crews has arisen often and in various contexts.⁽⁷⁾ As to the application of the National Labor Relations Act and its amendments, the Board has evolved a test relying on the relative weight of a ship's foreign as compared with its American contacts. That test led the Board to conclude here, as in *West India Fruit & Steamship Co.*, *supra*, that the foreign flagships' activities affected "commerce" and brought them within the coverage of the Act. Where the balancing of the vessel's contacts has resulted in a contrary finding, the Board has concluded that the Act does not apply.⁽⁸⁾

Six years ago this Court considered the question of the application of the Taft-Hartley amendments to the Act in a suit for damages "resulting from the picketing of a foreign ship operated entirely by foreign seamen under foreign articles while the vessel [was] temporarily in an American port." *Benz v. Compania Naviera Hidalgo*, *supra*, at 139. We held that the Act did not apply, searching the language and the legislative history and concluding that the latter "inescapably describes the boundaries of the Act as including only the workingmen of our own country and its possessions." *Id.*, at 144. Subsequently, in *Marine Cooks & Stewards v. Panama S.S. Co.*, 362 U.S. 365 (1960), we held that the Norris-LaGuardia Act, 29 U.S.C., S. 101, deprived a Federal District Court of jurisdiction to enjoin picketing of a foreign flagship, specifically limiting the holding to the jurisdiction of the court "to issue the injunction it did under the circumstances shown." *Id.*, at 372. That case cannot be regarded as limiting the earlier *Benz* holding, however, since no question as to "whether the picketing . . . was tortious under state or federal law" was either presented or decided. *Ibid.* Indeed, the Court specifically noted that the application of the Norris-LaGuardia Act "to curtail and regulate the jurisdiction of courts" differs from the application of the Taft-Hartley Act "to regulate the conduct of people engaged in labor disputes." *Ibid.*; see Comment, 69 Yale L. J. 498, 523-525 (1960).

It is contended that this case is nonetheless distinguishable from *Benz* in two respects. First, here there is a fleet of vessels not temporarily in United States

⁽⁷⁾ See generally Comment, 69 Yale L.J. 498, 506-511 (1960); Boczek, *Flags of Convenience* (1962).

⁽⁸⁾ *E.g.*, *Dalzell Towing Co.*, 137 N.L.R.B. No. 48, 50 L.R.R.M. 1164 (1962).

waters but operating in a regular course of trade between foreign ports and those of the United States; and, second, the foreign owner of the ships is in turn owned by an American corporation. We note that both of these points rely on additional American contacts and therefore necessarily presume the validity of the "balancing of contacts" theory of the Board. But to follow such a suggested procedure to the ultimate might require that the Board inquire into the internal discipline and order of all foreign vessels calling at American ports. Such activity would raise considerable disturbance not only in the field of maritime law but in our international relations as well. In addition enforcement of Board orders would project the courts into application of the sanctions of the Act to foreign flag ships on a purely *ad hoc* weighing of contacts basis⁽⁹⁾. This would inevitably lead to embarrassment in foreign affairs and be entirely infeasible in actual practice. The question, therefore, appears to us more basic; namely, whether the Act as written was intended to have any application to foreign registered vessels employing alien seamen.

Petitioners say that the language of the Act may be read literally as including foreign flag vessels within its coverage. But, as in *Benz*, they have been unable to point to any specific language in the Act itself or in its extensive legislative history that reflects such a congressional intent. Indeed, the opposite is true as we found in *Benz*, where we pointed to the language of Chairman Hartley characterizing the Act as "a bill of rights both for *American* working men and for their employers." 353 U.S., at 144. We continue to believe that if the sponsors of the original Act or of its amendments conceived of the application now sought by the Board they failed to translate such thoughts into describing the boundaries of the Act as including foreign flag vessels manned by alien crews⁽¹⁰⁾.

⁽⁹⁾ Our conclusion does not foreclose such a procedure in different contexts, such as the Jones Act, 46 U.S.C., S. 688, where the pervasive regulation of the internal order of a ship may not be present. As regards application of the Jones Act to maritime torts on foreign ships, however, the Court has stated that "perhaps the most venerable and universal rule of maritime law relevant to our problem is that which gives cardinal importance to the law of the flag." *Lauritzen v. Larsen*, 345 U.S. 571, 584 (1953); see *Romero v. Internal Terminal Operating Co.*, 358 U.S. 354, 381-384 (1959); *Boczek, op. cit., supra*, note 7, at 178-180.

⁽¹⁰⁾ In 1959 Congress enacted S. 14 (c) (1) of the Act, 29 U.S.C., S. 164 (c) (1), granting the Board discretionary power to decline jurisdiction over labor disputes with insubstantial effects, with a proviso that:

"...the Board shall not decline to assert jurisdiction over any labor dispute over which it would assert jurisdiction under the standards prevailing upon August 1, 1959."

It is argued that the Board would have exerted jurisdiction over Empresa's vessels and crewmen under those "standards", as illustrated by its action in *Peninsular & Occidental Steamship Co.*, 120 N.L.R.B. 1097 (1958), about which case the Congress is presumed to have known. Aside from the fact that Congress presumably was aware also of our decision in *Benz*, the argument is unconvincing. Nothing in the language or the legislative history of 1959 amendments to the Act clearly indicates a congressional intent to apply the Act to foreign flagships and their crews. The "standards" to which S. 14 (c) (1) refers are the minimum dollar amounts established by the Board for jurisdictional purposes, and the problem to which S. 14 (c) is addressed is the "no-man's land" created by *Guss v. Utah Labour Relations Board*, 353 U.S. 1 (1957). See 25 N.L.R.B. Ann. Rep. 18-19 (1960); II Legislative History of the Labour Management Reporting and Disclosure Act of 1959 (1959), 1153-1154, 1720; 105 Cong. Rec. 6548-6549, 18134.

Therefore, we find no basis for a construction which would exert United States jurisdiction over and apply its laws to the internal management and affairs of the vessels here flying the Honduran flag, contrary to the recognition long afforded them not only by our State Department⁽¹¹⁾ but also by the Congress.⁽¹²⁾ In addition, our attention is called to the well-established rule of international law that the law of the flag state ordinarily governs the internal affairs of a ship. See *Wildenhus's Case*, *supra*, at 12; Colombos, *The International Law of the Sea* (3d rev. ed. 1954), 222-223. The possibility of international discord cannot therefore be gainsaid. Especially is this true on account of the concurrent application of the Act and the Honduran Labor Code that would result with our approval of jurisdiction. Sociedad, currently the exclusive bargaining agent of Empresa under Honduran law, would have a head-on collision with NMU should it become the exclusive bargaining agent under the Act. This would be aggravated by the fact that under Honduran law NMU is prohibited from representing the seamen on Honduran flagships even in the absence of a recognized bargaining agent. Thus even though Sociedad withdrew from such an intramural labor fight—a highly unlikely circumstance—questions of such international import would remain as to invite retaliatory action from other nations as well as Honduras.

The presence of such highly charged international circumstances brings to mind the admonition of Mr. Chief Justice Marshall in *The Charming Betsy*, 6 U.S. (2 Cranch) 64, 118 (1804), that “an act of Congress ought never to be construed to violate the law of nations if any other possible construction remains . . .” We therefore conclude, as we did in *Benz*, that for us to sanction the exercise of local sovereignty under such conditions in this “delicate field of international relations there must be present the affirmative intention of the Congress clearly expressed.” 353 U.S., at 147. Since neither we nor the parties are able to find any such clear expression we hold that the Board was without jurisdiction to order the election. This is not to imply, however, “any impairment of our own sovereignty, or limitation of the power of Congress” in this field. *Lauritzen v. Larsen*, 345 U.S. 571, 578 (1953). In fact, just as we directed the parties in *Benz* to the Congress, which “alone has the facilities necessary to make fairly such an important policy decision,” 353 U.S., at 147, we conclude here that the arguments should be directed to the Congress rather than to us *Cf. Lauritzen v. Larsen, supra*, at 593.

The judgment of the District Court is therefore affirmed in No. 107. The judgment of the Court of Appeals in Nos. 91 and 93 is vacated and the cases are

⁽¹¹⁾ State Department regulations provide that a foreign vessel includes “any vessel regardless of ownership, which is documented under the laws of a foreign country.” 22 CFR S. 81.1 (f).

⁽¹²⁾ Article X of the Treaty of Friendship, Commerce and Consular Rights between Honduras and the United States, 45 Stat. 2618 (1927), provides that merchant vessels flying the flags and having the papers of either country “shall, both within the territorial waters of the other High Contracting Party and on the high seas, be deemed to be the vessels of the party whose flag is flown.”

remanded to that court, with instructions that it remand to the District Court for dismissal of the complaint in light of our decision in No. 107.

It is so ordered.

MR. JUSTICE GOLDBERG took no part in the consideration or decision of these cases.

INCRES CASE

Ingres Steamship Company, Ltd., Petitioner,	}	On Writ of Certiorari to the Court of Appeals of the State of New York.
v.		
International Maritime Workers Union and Shan- non J. Wall et al.		

(February 18, 1963.)

MR. JUSTICE CLARK delivered the opinion of the Court.

The basic issue in this case, the application of the National Labor Relations Act, as amended, 61 Stat. 136, 73 Stat. 541, 29 U.S.C. S. 151, is decided this day in *McCulloch v. Sociedad Nacional, ante*,—. In view of factual differences and procedural dissimilarity from that case, however, we find it appropriate to write briefly.

The petitioner, Ingres Steamship Company, Ltd., is a Liberian corporation which is wholly-owned by Italian nationals. It operates two Liberian-registered passenger ships, *The Nassau* and *The Victoria*, which make regularly scheduled cruises between New York City and various Caribbean ports for seven months each year. In addition, annual cruises are made to Italy, where the vessels undergo repairs and the crews take their leaves. The crews of both vessels are nonresident aliens, most of whom are Italians, and they are recruited and hired in Italy, where they sign Liberian articles.

Ingres maintains its principal office in London, and it has no place of business in Liberia. It shares an office in New York City with Ingres Line Agency, Inc., a New York corporation which is controlled by Ingres and acts as agent for its cruise business. The president of Ingres, an Italian national, who is a part-time New York resident, is also an unpaid officer and director of Ingres Line Agency. He conducts business of Ingres from the Ingres Line Agency office when he is in New York.

The respondent, International Maritime Workers Union, is an American labor organization formed by two other American unions for the primary purpose of organizing foreign seamen on foreign flagships. In February of 1960 it began a campaign to organize the seamen on Ingres' vessels. On May 13, 1960, as part of this campaign, IMWU began picketing at the pier where *The Nassau* was docked. Two days later *The Victoria*, while anchored offshore, was picketed by IMWU representatives in a launch. The IMWU representatives persuaded some crew members of *The Nassau* not to perform their duties, and longshoremen and

tugboat crews were temporarily persuaded to refrain from servicing both vessels. As a result of this activity, several cruises were canceled.

On May 16 1960, Inces brought this action for damages and injunctive relief against IMWU. On the same day IMWU filed unfair labor practice charges against Inces, on which the National Labor Relations Board has conducted an investigation but has not rendered a decision. The Supreme Court of New York County granted a temporary and, after trial, a permanent injunction enjoining the union from picketing Inces' vessels or from encouraging crew members to refrain from working on those vessels. The Appellate Division affirmed. 202 N.Y.S. 2d 692. The New York Court of Appeals, by a divided court, reversed. 10 N.Y. 2d 218. Applying our decision in *San Diego Building Trades Council v. Garmon*, 359 U.S. 236 (1959), it held that the state courts had no jurisdiction until the Board refused to act in the dispute, since it was "surely arguable" that the Board would exercise jurisdiction under the contacts theory as applied in *West India Fruit & Steamship Co.*, 130 N.L.R.B. 343 (1961), and other Board decisions. We granted certiorari, 368 U.S. 924, and the case was argued with *McCulloch v. Sociedad Nacional*, *supra*, and its companion cases.

We held today in *Sociedad Nacional* that the Act does not apply to foreign-registered ships employing alien seamen. The holding and reasoning in that case are equally applicable to the maritime operations here, leading to the conclusion that the Act does not apply. It is true that our decision in *Garmon*, *supra*, as applied in *Marine Engineers Beneficial Assn. v. Interlake S.S. Co.*, 370 U.S. 173 (1962), results in preemption of state court jurisdiction if a dispute is arguably within the jurisdiction of the Board. But, although it was arguable that the Board's jurisdiction extended to this dispute at the time of the New York Court of Appeals' decision, our decision in *Sociedad Nacional* clearly negates such jurisdiction now. In that case we were immediately concerned with the Board's jurisdiction to direct an election, holding that the Act had no application to the operations of foreign flagships employing alien crews. Therefore, no different result as to Board jurisdiction follows from the fact that our immediate concern here is the picketing of a foreign flagship by an American union. See *Benz v. Compania Naviera Hidalgo*, 353 U.S. 138 (1957). The Board's jurisdiction to prevent unfair labor practices, like its jurisdiction to direct elections, is based upon circumstances "affecting commerce", and we have concluded that maritime operations of foreign flagships employing alien seamen are not in "commerce" within the meaning of S. 2(6), 29 U.S.C. S. 152(6).

No different result is suggested by our decision in *Teamsters Union v. New York, N. H. & H. R. Co.*, 350 U.S. (156). There we held that a railroad, subject to the Railway Labor Act and thus exempt from the definition of "employer" in the National Labor Relations Act, was not thereby precluded from "seeking the aid of the Board in circumstances unrelated to its employer-employee relations." *Id.*, at 159. Therefore, in a situation where a union "was in no way concerned with (the railroad's) labor policy," *id.* at 160, but sought to prevent motor carrier employees from delivering truck-trailers to the railroad for "piggy-

back” carriage, we held that state court jurisdiction was preempted by the Act. Here, of course, the IMWU’s activities are directly related to Ingres’ employer-employee relationships, since the very purpose of those activities was the organization of alien seamen on Ingres’ vessels.

For the reasons stated, the judgment of the Court of Appeals is vacated and the cause is remanded for further proceedings consistent with this opinion and that in *Sociedad Nacional*.

It is so ordered.

MR. JUSTICE GOLDBERG took no part in the consideration or decision of this case.

CONCURRING OPINION OF MR. JUSTICE DOUGLAS IN
HONDURAS AND INCRES CASES

Frank W. McCulloch, Chairman, and Philip Ray Rodgers et al., Members, National Labor Relations Board, Petitioners, 107 Sociedad Nacional de Marineros de Honduras.	v.	On Writ of Certiorari to the United States Court of Appeals for the District of Columbia Circuit.
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Ivan C. McLeod, Regional Director for the Second Region of the National Labor Relations Board, Petitioner, 91 Empresa Hondurena de Vapores, S.A.	v.	On Writs of Certiorari to the United States Court of Appeals for the Second Circuit
National Maritime Union of America, AFL-CIO, Petitioner, 93 Empresa Hondurena de Vapores, S.A.	v.	

Ingres Steamship Company, Ltd., Petitioner, 33 International Maritime Workers Union and Shan- non J. Wall et al.	v.	On Writ of Certiorari to the Court of Appeals of the State of New York.
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(February 18, 1963.)

MR. JUSTICE DOUGLAS, concurring.

I had supposed that the activities of American labor organizations whether related to domestic vessels or to foreign ones were covered by the National Labor

Relations Act, at least absent a treaty which evinces a different policy.* *Cf. Cook v. United States*, 288 U.S. 102, 118-120. But my views were rejected in *Benz v. Compania Naviera Hidalgo*, 353 U.S. 138; and, having lost that cause in *Benz*, I bow to its inexorable extension here. For the practical effect of our decision is to shift from all the taxpayers to seamen alone the main burden of financing an executive policy of assuring the availability of an adequate American-owned merchant fleet for federal use during national emergencies. See Note, Panlibhon Registration of American-Owned Merchant Ships: Government Policy and the Problems of the Courts, 60 Col. L. Rev. 711.

* It is agreed that Article 22 of the Treaty of Friendship, Commerce, and Consular Rights Between the United States and Honduras, 45 Stat. 2618, and Article 10 of the Convention with Liberia of October 7, 1838, 54 Stat. 1751, 1756, grant those nations exclusive jurisdiction over the matters here involved.

SCHEDULE 53

LIST OF SHIPS OF UNITED STATES REGISTRY ARRIVING IN THE PORT OF MONTREAL SEASON 1962

*(All ocean vessels, save Herbert C. Jackson and W. F. White
which are lake vessels).*

NAME OF VESSEL	DATE		NAME OF OWNERS
	OF ARRIVAL		
Aloha State	July	1st	State Marine Line
	July	16th	New York
Alcoa Pioneer	August	1st	Alcoa S.S. Co. Inc.
	August	23rd	New York
East Hampton	November	1st	A. H. Bull & Co. Inc.
	December	7th	New York
B.D. 6634 (<i>Barge</i>)	June	4th	James Hughes Inc. New York
Beatrice	June	13th	A. H. Bull & Co. Inc.
	July	13th	New York
	September	29th	
	October	24th	
Bridgehampton	December	7th	Transp. Shipping & Oil Transp. Corp. New York.
Blue Line 108 (<i>Barge</i>)	July	14th	Spentenbusch Fuel Transp. Service New York
Chatham	September	9th	Sea-Land Service Inc.
	December	21st	Wilmington, Del.
Dredge No. 53	November	23rd	Great Lakes Dredge & Dock Co. New York
Elaine	August	2nd	Doric Shipping & Trading Corp.
	September	1st	New York
Eviliz	July	5th	Doric Shipping & Trading Corp.
	July	29th	New York

LIST OF SHIPS OF UNITED STATES REGISTRY ARRIVING
IN THE PORT OF MONTREAL SEASON 1962—*Continued*

NAME OF VESSEL	DATE OF ARRIVAL	NAME OF OWNERS
Exiria	June 6th	American Export Lines Inc.
	June 23rd	New York
	August 9th	
	August 29th	
	October 1st	
	October 24th	
Expeditior	April 19th	American Export Lines Inc.
	May 17th	New York
	June 30th	
	August 29th	
	September 14th	
	October 22nd	
	November 16th	
Extavia	May 28th	American Export Lines Inc.
	June 22nd	New York
	July 29th	
	August 17th	
	October 1st	
	October 22nd	
Flying Independent	July 7th	Isbrandtsen Co. Inc.
	August 11th	New York
	October 11th	
Flying Spray	June 5th	Isbrandtsen Co. Inc.
	June 14th	New York
	July 26th	
	September 9th	
	October 25th	
Ines	May 12th	A. H. Bull S. S. Co. Inc.
	June 12th	New York
	August 29th	
	September 24th	
Herbert C. Jackson	June 30th	Interlake Steamship Co. Wilmington, Del.
Hurricane	May 11th	Waterman Steamship Corp. Mobile, Ala.
L. S. Westcoat	July 10th	The Pure Oil Co. Baltimore

NAME OF VESSEL	DATE		NAME OF OWNERS
	OF ARRIVAL		
Lena Luckenback	May 26th	Luckenback Overseas Corp.	
	June 12th	New York	
Lio	June 29th	Jocharanne Tugboat Corp.	
	September 3rd	New York	
Marion Moran (<i>Tug</i>)	November 15th	Tug Catherine Moran Inc.	
	November 29th	New York	
Mormacbay	August 13th	Moore-McCormack Lines Inc.	
	August 27th	New York	
Mormaccape	June 21st	Moore-McCormack Lines Inc.	
	July 1st	New York	
	September 13th		
Mormaccove	April 15th	Moore-McCormack Lines Inc.	
		New York	
Mormacelm	October 14th	Moore-McCormack Lines Inc.	
		New York	
Mormacfir	August 15th	Moore-McCormack Lines Inc.	
		New York	
Mormachawk	April 27th	Moore-McCormack Lines Inc.	
	July 23rd	New York	
	October 10th		
Mormacpine	June 28th	Moore-McCormack Lines Inc.	
	September 20th	New York	
	October 15th		
Mormacrio	September 30th	Moore-McCormack Lines Inc.	
		New York	
Mormacscan	April 29th	Moore-McCormack Lines Inc.	
	May 13th	New York	
Mormacsun	November 3rd	Moore-McCormack Lines Inc.	
	November 23rd	New York	
Mormacteal	November 10th	Moore-McCormack Lines Inc.	
	November 21st	New York	
Mormactide	October 23rd	Moore-McCormack Lines Inc.	
	October 26th	New York	
Mormacwind	October 25th	Moore-McCormack Lines Inc.	
		New York	

LIST OF SHIPS OF UNITED STATES REGISTRY ARRIVING
IN THE PORT OF MONTREAL SEASON 1962—*Concluded*

NAME OF VESSEL	DATE OF ARRIVAL		NAME OF OWNERS
Morning Light	June	21st	Waterman Steamship Corp. Mobile, Ala.
Mount McKinley	September	24th	Star Line New York
North American	June	22nd	Chicago, Duluth & Georgian Bay Transit Co. Chicago
Ocean Dinny	August September	22nd 19th	Ocean Clippers Inc. New York
Ocean Prince (<i>Tug</i>)	June	4th	James Hughes Inc. New York
Overseas Joyce	August August	3rd 26th	Overseas Carriers Corp. New York
Robert M. Trotter (<i>Tug</i>)	November	13th	Great Lakes Dredge & Dock Co. New York
South American	September	8th	Chicago, Duluth & Georgian Bay Transit Co. Chicago
Spartan (<i>Tug</i>)	July	14th	Motor Tug Crusader Inc. New York
Steel Executive	May May	11th 23rd	Isthmian Lines Inc. New York
Texaco Indiana	April May August August November November	24th 3rd 7th 14th 3rd 13th	Texaco Incorporation New York
W. F. White	November	12th	States Steel Corp. New York

March 20th, 1963.

SCHEDULE 54

LIST OF SHIPS OF UNITED STATES REGISTRY WHICH DOCKED IN TORONTO DURING THE 1962 SHIPPING SEASON

NAME OF VESSEL	DATE OF TORONTO DOCKING	NAME OF OWNERS
Mormacscan	May	Moore-McCormack Lines
Mormaccape	June	Moore-McCormack Lines
Mormacbay	August	Moore-McCormack Lines
Mormacpine	September	Moore-McCormack Lines
Mormacelm	October	Moore-McCormack Lines
Mormacteal	November (2 dockings)	Moore-McCormack Lines
Expeditor	April, July, October	American Export Lines
Extavia	May, July	American Export Lines
Exiria	June, August, October	American Export Lines
Ann Moran	April, May, August, September, October	Moran Towing Co., New York (Tugs)
Eugene Moran	May, September	Moran Towing Co., New York
Margot Moran	May, June, July, August, November (2 dockings)	Moran Towing Co., New York
Doris Moran	May, July, August (2 dockings) September, November (2 dockings)	Moran Towing Co., New York

LIST OF SHIPS OF UNITED STATES REGISTRY WHICH DOCKED
IN TORONTO DURING THE 1962 SHIPPING SEASON—*Continued*

NAME OF VESSEL	DATE OF TORONTO DOCKING	NAME OF OWNERS
Agnes Moran	June	Moran Towing Co., New York
Grace Moran	July August	Moran Towing Co., New York
A. E. Nettleton	(wintered)	Wilson Marine Transit Co., Wilmington
B. F. Jones	(wintered)	Wilson Marine Transit Co., Wilmington
C. L. Austin	(wintered)	Wilson Marine Transit Co., Wilmington
W. E. Fitzgerald	May, November	Gartland S. S. Co., Wilmington
Spindletop	April, May, June, November	Seaboard Shipping Wilmington (?) (Oil Barges)
Panhandle	May, June, July, September	Seaboard Shipping Wilmington (?) (Oil Barges)
Signal Hill	July, August September (2 dockings), October, November	Seaboard Shipping Wilmington (?) (Oil Barges)
Vegoil #6	November	Seaboard Shipping Wilmington (?) (Oil Barges)
Robert C. Norton	December, August	Columbia Transportation, Wilmington
Buckeye	August	Columbia Transportation, Wilmington
W. C. Richardson	July	Columbia Transportation, Wilmington
Oil Transfer #32	May, August (3 dockings), September	Oil Transfer Co., Newark

NAME OF VESSEL	DATE OF TORONTO DOCKING	NAME OF OWNERS
Oil Transfer #33	July, August, November	Oil Transfer Co., Newark
Oil Transfer #31	May, November	Oil Transfer Co., Newark
Polaris	May	Cleveland Tanker Co., Wilmington
North American	June	Chicago, Duluth & Georgian Bay Transit Co., Detroit
South American	July (2 dockings), September	Chicago, Duluth, & Georgian Bay Transit Co., Detroit
Russell No. 19 (<i>Tug</i>)	August	Russell Bros., New York
Russell No. 22 (<i>Barge</i>) ..	August	Russell Bros., New York
Robert J. Paisley	September October	Morrow S.S. Co., Wilmington
Blueline 108	June	Jas. McWilliam Blue Line, New York (<i>Oil Barges</i>)
Thomas A. Feeney	October (3 dockings), November	Feeney Towing Co., New York (<i>Tugs and Barges</i>)
Ted II (<i>Scrap barge</i>)	October November	Feeney Towing Co., New York (<i>Tugs and Barges</i>)
Karen	October	Feeney Towing Co., New York (<i>Tugs and Barges</i>)
Raphael	October	Feeney Towing Co., New York (<i>Tugs and Barges</i>)

LIST OF SHIPS OF UNITED STATES REGISTRY WHICH DOCKED
IN TORONTO DURING THE 1962 SHIPPING SEASON—*Concluded*

NAME OF VESSEL	DATE OF TORONTO DOCKING	NAME OF OWNERS
Dick S.	November	Feeney Towing Co., New York (<i>Tugs and Barges</i>)
Myron C. Taylor	October (4 dockings),	Bradley Transportation Co., New York
W. F. White	October (2 dockings), November	United States Steel Corporation
Charles C. West	November, December	Rockport S.S. Co.
Cardinal (<i>Tug</i>)	April	Unknown owners
Salutation (<i>Tug</i>)	June	Unknown owners
Cree II	September	Unknown owners
Hygrade 30	April, September	Unknown owners

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